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Attorneys for defendants:
PURETHINK LLC, a Delaware limited
liability company, IGOV INC., a Virginia
corporation, and JOHN MARK SUHY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

NEO4J, INC., a Delaware corporation, and
NEO4J SWEDEN AB, a Swedish
corporation,
Plaintiffs,
v.

PURETHINK LLC, a Delaware limited
liability company, IGOV INC., a Virginia
corporation, and JOHN MARK SUHY, an
individual,
Defendants.

AND RELATED COUNTERCLAIMS

CASE NO. 5:18-cv-7182 EJD

**DECLARATION OF ADRON G.
BEENE IN SUPPORT OF
DEFENDANTS
CONSOLIDATED OPPOSITION
AND MOTION FOR SUMMARY
JUDGMENT**

Date: March 25, 2021
Time: 9:00 a.m.
Dept. Courtroom 4, 5th floor
Judge: Hon. Edward J. Davila

I, Adron G. Beene, declare:

1. I am an attorney for PT defendants and counter claimants in this
action and am licensed to practice law in the State of California. I have
personal knowledge of the facts set forth in this declaration.

1 2. On January 13, 2020, I served Purethink LLC, IGOV Inc. and
2 John Mark Suhy's First Set Of Requests for Production of Documents to
3 Neo4j, Sweden AB ("Request"). Request for production number 1 to the
4 Request is:

5 **REQUEST FOR PRODUCTION NO. 1:**

6 All DOCUMENTS related to all trademark agreements sales,
7 assignments, licenses or grants between YOU and Neo4J, Inc. of
or related to the Neo4J trademark.

8 3. On March 30, 2020, Neo4J Sweden AB produced documents in
9 response to the Request.

10 4. The production had no trademark assignment and only two
11 duplicate copies of a non exclusive license agreement between Neo4J Sweden
12 and Neo4j USA that covers trademarks. The agreement is designated AEO
13 under the protective order in this case ("License Agreement"). A true and
14 correct copy of the License Agreement is attached as Exhibit 1.

15 5. SWEDEN produced no documents to support that Neo4j USA is
16 the owner, assignee, or exclusive licensee of the Neo4J trademark.

17 6. Attached as Exhibit 2 is a true and correct copy of a transaction
18 report of royalty payments from Neo4J USA to Neo4J Sweden based on the
19 License Agreement. This report has been designated AEO under the
20 protective order in this case.

21 7. Exhibit 3 is a true and correct printout of the Neo4J trademarks
22 Neo4J Sweden AB has registered or applied for the word mark Neo4J in the
23 European Union, Canada, Australia, Israel, International, and Sweden
24 (Neo4J logo). These printout were downloaded on 1-6-2021 from publically
25 available websites throught the Swedish Trademark Database website, the

1 EUIPO property office website, and the WIPO website. These are government
2 websites or agencies which are reliable. The printouts have not been altered.
3 These printouts show that Neo4J Sweden AB is the owner, applicant and/or
4 holder of the trademark in these jurisdictions.

5 8. Attached as Exhibit 4 is a true and correct copy of relevant pages
6 from the transcript for the Deposition of PureThink LLC taken on October
7 22, 2020.

8 9. Attached as Exhibit 5 is a GSA Price List for USA's Neo4J
9 commercial software and related services from Information Analysis
10 Incorporated who is believed to be a reseller for USA.

11 10. Attached as Exhibit 6, is a true and correct copy of USA's
12 trademark application for Neo4J which was downloaded from the PTO.

13 11. Attached as Exhibit 7 is a true and correct copy of and email
14 thread between Jason Zagalsky and David Mohr of USA which was produced
15 in this litigation its bates stamped N4J_008109 and marked by USA as
16 CONFIDENTIAL.

17 12. Attached as Exhibit 8 is a true and correct screen shot of part of
18 USA's website. This screen shot compare Neo4j Editions.

19 13. Attached as Exhibit 9 is a true and correct copy of GitHub's
20 Terms of Services downloaded from [https://docs.github.com/en/free-pro-](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service)
21 [team@latest/github/site-policy/github-terms-of-service](https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-terms-of-service) .

22 I declare under penalty of perjury that the foregoing is true and correct and
23 that this declaration was executed on January 15, 2021 in Kenwood,
24 California.

25 /s/ Adron G. Beene

Adron G. Beene

EXHIBIT 1

**REDACTED VERSION OF DOCUMENT SOUGHT
TO BE SEALED**

EXHIBIT 2

**REDACTED VERSION OF DOCUMENT SOUGHT
TO BE SEALED**

EXHIBIT 3

1/6/2021 EUIPO - eSearch



Protect your intellectual property in the European Union

EUTM file information

NEO4J
017550484

Timeline

Opposition proceedings 0

Registered EUTM 06/01/2021

Examination

oppositions received

01/12/2017
EUTM application
received

27/01/2018 Examination
completed

30/01/2018 Application
published
30/04/2018

End of
opposition period
11/05/2018

EUTM registered and
published
01/12/2027

EUTM expiry date

Trade mark information

NEO4J
017550484
Name
Filing number Basis
EUTM on which IA is
based 01/12/2017
Date of receipt
Date of receipt of International Registra...
IR number
Type
Nature
Nice classes

Vienna Classification
1428543
Word
Individual
9, 35, 41, 42 (Nice

31/05/2018
Filing date
Registration date Expiry date
Designation date Filing language

01/12/2017 08/05/2018
01/12/2027
Swedish

Classification)

Second language
Application reference Trade mark
status

English

V5835EU00 Registered



Acquired distinctiveness

No

Goods and services

English (en)

9

Computer programs for managing, storing, and accessing data from a database, analyzing data in computer databases for business purposes, processing in the nature of updating data in computer databases, and visualizing in the nature of creating graphs from data stored in databases; computer programs for storing, managing, and querying data from databases on computers, computer networks, and global computer networks.

35

Consulting services and advice in the field of updating and maintenance of data in computer databases.

41

Educational services, namely, conducting training classes, certification training, workshops, tutorial sessions, and online classes in the fields of designing computer databases and updating and maintenance of data in computer

databases, and distributing course materials in connection therewith; providing training services in the fields of designing computer databases and updating and maintenance of data in computer databases, and distributing course materials in connection therewith.

<https://euipo.europa.eu/eSearch/#details/trademarks/017550484> 1/4

1/6/2021 EUIPO - eSearch

Providing a web site featuring technology that enables end users to store, manage, and query data from databases on
42




computers, computer networks, and global computer networks; cloud computing featuring software for use in managing, storing, and accessing data from a database, analyzing data in computer databases for business purposes, processing in the nature of updating data in computer databases, and visualizing in the nature of creating graphs from data stored in databases; Technical support services, namely, installation, administration, and troubleshooting of database applications; Computer services, namely, providing consultation services and advice in the fields of designing computer databases; Consulting services and advice in the field of maintaining the security and integrity of databases.

Description

No data




Owners

Neo4j Sweden AB

ID	Sweden AB Legal entity	SE - Sweden n/a	Nordenskiöldsgatan 24 SE-21119 Malmö SUECIA	Area.
Organisation Legal status	Country	Malmö	 Hidden. You can set your contact details to be publicly available via the UserArea.	 Hidden. You can set your contact details to be publicly available via the UserArea.
873122	State/county Town	21119	 Hidden. You can set your contact details to be publicly available via the UserArea.	
Neo4j	Post code Address	Nordenskiölds 24		
		Correspondence address		
		Neo4j Sweden AB		

Representatives

HANSSON THYRESSON AB

ID	Legal person	SE - Sweden n/a	HANSSON THYRESSON AB	details to be publicly available via the UserArea.
Organisation Legal status	Association	Malmö	Norra Vallgatan 58 SE-201 20 Malmö SUECIA	 Hidden. You can set your contact details to be publicly available via the UserArea.
Type	Country	201 20	 Hidden. You can set your contact details to be publicly available via the UserArea.	
11001	State/county Town	Norra		
n/a	Post code Address	Vallgatan 58	 Hidden. You can set your contact details to be publicly available via the UserArea.	
		Correspondence address		

Correspondence

From  Procedure  Filing number  Subject  Date  Actions  IA 017550484_01 WIPO attachments 18/10/2018

<https://euipo.europa.eu/eSearch/#details/trademarks/017550484> 2/4

1/6/2021 EUIPO - eSearch

From  Procedure  Filing number  Subject  Date  Actions  IA 017550484_01 Created 18/10/2018

☐ IA 017550484_01 WIPO attachments 13/09/2018 ☐ IA 017550484_01 WIPO attachments 13/09/2018 ☐ IA 017550484_01 TRANIR 13/09/2018 ☐ IA 017550484_01 Letter to the EUIPO 07/09/2018 ☐ IA 017550484_01 Cover page 07/09/2018 ☐ IA 017550484_01 IRREGROUP 11/06/2018

☐ IA 017550484_01 M150 - Notification that the Office has forwarded the international application to the International Bureau

Showing 1 to 10 of 26 entries
04/06/2018 01/06/2018

☐ IA 017550484_01 M101 — Receipt of an International Application (Article 184(1) EUTMR)

IR transformation ☐

No data

Seniority ☐

No data

Exhibition priority ☐

No data

Priority ☐

No data

Publications ☐

Bulletin number	Date	Section	Description
2018/020	30/01/2018	A.1	Applications published under Article 44 EUTMR
2018/088	11/05/2018	B.2	Registrations with amendments since the application was published 2018/199
19/10/2018		C.3.6	International trade marks

Showing 1 to 3 of 3 entries

Cancellation ☐

No data

Records ☐

<https://euipo.europa.eu/eSearch/#details/trademarks/017550484> 3/4

1/6/2021 EUIPO - eSearch

Bulletin number	Date	Section	Filing number	Title	Subtitle
013846202				Representative Change of name and professional address	
014229929				Proprietor Change of name and address	

2018/199 19/10/2018 C.3.6 014996121 Trade mark International trade mark

Showing 1 to 3 of 3 entries

Oppositions ☐

No data

Appeals ☐

No data

Decisions ☐

No data

Renewals ☐

No data

Trade mark relations ☐

No data

InternationalApplications ☐

ID	Status	laReceipt	laConfirmation
017550484_01	IA REGISTERED AND PUBLISHED	<input type="checkbox"/>	<input type="checkbox"/>

Showing 1 to 1 of 1 entries

	Canadian Trademark
App.1901905 - NEO4J	

App.1901905 - NEO4J

Status: Trademark: Searched

(210) Serial number of the application

1901905

(541) Reproduction of the mark where the mark is represented in standard characters

NEO4J

(527) Indications regarding use requirements

Used in SWEDEN

Proposed Use in CANADA

Filed in EUIPO (EU) on December 01, 2017, under No. 017550484

(300) Data relating to priority under the Paris Convention and other data relating to registration of the mark in the country of origin

Priority Filing Date: December 01, 2017, Country or Office: EUIPO (EU), Application No. 017550484 in association with the same kind of goods and in association with the same kind of services

(550) Indication relating to the nature or kind of mark

Trademark (Word Mark)

(731) Name and address of the applicant

Neo4j Sweden AB
Nordenskiöldsgatan 24
211 19 Malmö
SE

(740) Name and address of the representative

CHANTAL ST. DENIS
(O'BRIEN TM SERVICES INC)
262, chemin Eardley
Gatineau
QUEBEC
J9J2Y7
CA

(511) The International Classification of Goods and Services for the Purposes of the Registration of Marks (Nice Classification) and the list of goods and services classified according thereto

9 - Computer programs for managing, storing, and accessing data from a database, analyzing data in computer databases for business purposes, processing in the nature of updating data in computer databases, and visualizing in the nature of creating graphs from data stored in databases; computer programs for storing, managing, and querying data from databases on computers, computer networks, and global computer networks.

35 - Consulting services and advice in the field of updating and maintenance of data in computer databases.

41 - Educational services, namely, conducting training classes, certification training, workshops, tutorial sessions, and online classes in the fields of designing computer databases and updating and maintenance of data in computer databases, and distributing course materials in connection therewith; providing training services in the fields of designing computer databases and updating and maintenance of data in computer databases, and distributing course materials in connection therewith.

42 - Providing a web site featuring technology that enables end users to store, manage, and query data from databases on computers, computer networks, and global computer networks; cloud computing featuring software for use in managing, storing, and accessing data from a database, analyzing data in computer databases for business purposes, processing in the nature of updating data in computer databases, and visualizing in the nature of creating graphs from data stored in databases; Technical support services, namely, installation, administration, and troubleshooting of database applications; Computer services, namely, providing consultation services and advice in the fields of designing computer databases; Consulting services and advice in the field of maintaining the security and integrity of databases.

<https://www3.wipo.int/branddb/en/showData.jsp?ID=CATM.1901905-00> 1 / 1

	Australian Trademark
1962657 - NEO4J	

1962657 - NEO4J

Status: Protected: Registered/protected

(151) Date of the registration

2018-05-31

(180) Expected expiration date of the registration/renewal

2028-05-31

(210) Serial number of the application

1962657

(220) Date of filing of the application

2018-05-31

(270) Language(s) of the application

EN

(540) Mark

NEO4J

(550) Indication relating to the nature or kind of mark

Word

(731) Name and address of the applicant

Neo4j Sweden AB

SE

(750) Address for correspondence

Refer to WIPO address for Correspondence

(511) The International Classification of Goods and Services for the Purposes of the Registration of Marks (Nice Classification) and the list of goods and services classified according thereto

9 Computer programs for managing, storing, and accessing data from a database, analyzing data in computer databases for business purposes, processing in the nature of updating data in computer databases, and visualizing in the nature of creating graphs from data stored in databases; computer programs for storing, managing, and querying data from databases on computers, computer networks, and global computer networks

35 Consulting services and advice in the field of updating and maintenance of data in computer databases

41 Educational services, namely, conducting training classes, certification training, workshops, tutorial sessions, and online classes in the fields of designing computer databases and updating and maintenance of data in computer databases, and distributing course materials in connection therewith; providing training services in the fields of designing computer databases and updating and maintenance of data in computer databases, and distributing course materials in connection therewith

42 Hosting a web site featuring technology that enables end users to store, manage, and query data from databases on computers, computer networks, and global computer networks; cloud computing featuring software for use in managing, storing, and accessing data from a database, analyzing data in computer databases for business purposes, processing in the nature of updating data in computer databases, and visualizing in the nature of creating graphs from data stored in databases; technical support services, namely, installation, administration, and troubleshooting of database applications; computer services, namely, providing consultation services and advice in the fields of designing computer databases; consulting services and advice in the field of maintaining the security and integrity of databases

(300) Data relating to priority under the Paris Convention and other data relating to registration of the mark in the country of origin

017550484 20171201 EM

<https://www3.wipo.int/branddb/en/showData.jsp?ID=AUTM.1962657> 1 / 1

	Israel Trademark
309985- NEO4J	

309985- NEO4J

Status: active

(151) Date of the registration

2019-08-01

(210) Serial number of the application

309985

(220) Date of filing of the application

2018-05-31

(180) Expected expiration date of the registration/renewal

2028-05-31

(540) Mark

NEO4J

(541) Reproduction of the mark where the mark is represented in standard characters

NEO4J

(550) Indication relating to the nature or kind of mark

Trademark/Service mark

(300) Data relating to priority under the Paris Convention and other data relating to registration of the mark in the country of origin

2017-12-01 017550484 European Union

(731) Name and address of the applicant

Neo4j Sweden AB

Nordenskiöldsgatan 24, SE-211 19 Malmö, Sweden

(511) The International Classification of Goods and Services for the Purposes of the Registration of Marks (Nice Classification) and the list of goods and services classified according thereto

9 Computer programs for managing, storing, and accessing data from a database, analyzing data in computer databases for business purposes, processing in the nature of updating data in computer databases, and visualizing in the nature of creating graphs from data stored in databases; computer programs for storing, managing, and querying data from databases on computers, computer networks, and global computer networks.

35 Consulting services and advice in the field of updating and maintenance of data in computer databases.

41 Educational services, namely, conducting training classes, certification training, workshops, tutorial sessions, and online classes in the fields of designing computer databases and updating and maintenance of data in computer databases, and distributing course materials in connection therewith; providing training services in the fields of designing computer databases and updating and maintenance of data in computer databases, and distributing course materials in connection therewith.

42 Hosting a web site featuring technology that enables end users to store, manage, and query data from databases on computers, computer networks, and global computer networks; cloud computing featuring software for use in managing, storing, and accessing data from a database, analyzing data in computer databases for business purposes, processing in the nature of updating data in computer databases, and visualizing in the nature of creating graphs from data stored in databases; technical support services, namely, installation, administration, and troubleshooting of database applications; computer services, namely, providing consultation services and advice in the fields of designing computer databases; consulting services and advice in the field of maintaining the security and integrity of databases.

<https://www3.wipo.int/branddb/en/showData.jsp?ID=ILTM.309985> 1 / 1

	International Trademark
1428543 - NEO4J	

1428543 - NEO4J

- (151) Date of the registration
31.05.2018
- (180) Expected expiration date of the registration/renewal
31.05.2028
- (270) Language(s) of the application
English
- (732) Name and address of the holder of the registration
Neo4j Sweden AB
Nordenskiöldsgatan 24
SE-211 19 Malmö (SE)
- (811) Contracting State of which the holder is a national
SE
- (740) Name and address of the representative
HANSSON THYRESSON AB
Box 73
SE-201 20 Malmö (SE)
- (540) Mark
NEO4J
- (541) Reproduction of the mark where the mark is represented in standard characters
(511) The International Classification of Goods and Services for the Purposes of the Registration of Marks (Nice Classification) and the list of goods and services classified according thereto- NCL (11-2018)
- 09 Computer programs for managing, storing, and accessing data from a database, analyzing data in computer databases for business purposes, processing in the nature of updating data in computer databases, and visualizing in the nature of creating graphs from data stored in databases; computer programs for storing, managing, and querying data from databases on computers, computer networks, and global computer networks.
- 35 Consulting services and advice in the field of updating and maintenance of data in computer databases.
- 41 Educational services, namely, conducting training classes, certification training, workshops, tutorial sessions, and online classes in the fields of designing computer databases and updating and maintenance of data in computer databases, and distributing course materials in connection therewith; providing training services in the fields of designing computer databases and updating and maintenance of data in computer databases, and distributing course materials in connection therewith.
- 42 Hosting a web site featuring technology that enables end users to store, manage, and query data from databases on computers, computer networks, and global computer networks; cloud computing featuring software for use in managing, storing, and accessing data from a database, analyzing data in computer databases for business purposes, processing in the nature of updating data in computer databases, and visualizing in the nature of creating graphs from data stored in databases; technical support services, namely, installation, administration, and troubleshooting of database applications; computer services, namely, providing consultation services and advice in the fields of designing computer databases; consulting services and advice in the field of maintaining the security and integrity of databases.
- (821) Basic application
EM, 01.12.2017, 017550484.
- (822) Basic registration
EM, 08.05.2018, 017550484.
- (300) Data relating to priority under the Paris Convention and other data relating to registration of the mark in the country of origin
EM, 01.12.2017, 017550484.
- (832) Designation(s) under the Madrid Protocol
AU, CN, GB, IL, JP, NO.

(c) indications regarding use requirements
GB.

<https://www3.wipo.int/branddb/en/showData.jsp?ID=MAD.1428543> 1 / 1

1/6/2021 Swedish Trademark Database

Detailed information

● 548681

Text in trademark: neo4j

Trademark:
Figurative

Trademark type:

Description: The mark is made in the colors: Blue, white, green and black.

Vienna class (figure class): 01.13.01; 01.13.15;
01/26/06

List of goods and services:


Class Goods / services

- 9 Computer programs for managing, storing and accessing data from a database, analyzing data in databases for business purposes, processing in the capacity of updating data in databases, and visualizing in the form of creating graphs from data stored in databases; computer programs for storing, managing and requesting data from databases on computers, computer networks and global computer networks.
- 35 Consulting services and advice in updating and maintaining data in databases.
- 41 Training services, namely conducting training courses, certification training, workshops, tutorial sessions and online classes in the areas of designing databases and updating and maintaining data in databases and distributing course materials in connection therewith. provide training services in the areas of database design and updating and maintenance of data in databases, as well as distribution of course materials in connection therewith.

● Registration

Status: Registered

Valid until: 2028-10-19

 National trademark (SE)

Trademark offices:

Application number: 2017/08501 Receiving office date:

Application date: 2017-12-01

Registration number: 548681 Registration date: 2018-10-19 Legal effect date:

<https://tc.prv.se/VarumarkesDbWeb/details.jsp> 1/2

1/6/2021 Swedish Trademark Database

Color: Yes

Applicant / owner: Neo4j Sweden AB, 556713-1106, Nordenskiöldsgatan 24, 211 19 Malmö,
Sweden

Representative: Hansson Thyresson AB, 556488-3329, Att: Lars Thyresson, Box 73, 201 20
Malmö, Sweden

Diary information:

Date:
2018-10-19 Registration certificate sent to info@hanssonthyresson.se
2018-10-19 The registration was announced
2018-10-17 Reply to injunction

**Correspondence (in
Swedish):**

2018-10-19 011 Regbevis_2017-08501_2018-10-19 10-45-10
2018-10-17 442 Not Deferred Nyansökan_2017-08501_2018-10-17 12-43-33
2018-08-21 403 Postponement message_2017-08501_2018-08-21 12-46-13
2018-06-26 403 Postponement message_2017-08501_2018-06-26 07-28-54
2018-04-27 415 Tilläggsföreläggande_2017-08501_2018-04-27 13-34-29
2018-04-06 408 Order F2_2017-08501_2018-04-05 10-35-00
2017-12-01 Submission confirmation TMeFiling

EXHIBIT 4

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

NEO4J, INC., a Delaware
corporation; and NEO4J SWEDEN
AB, a Swedish corporation,

Plaintiffs,

vs.

CASE NO.
5:18-cv-07182-EJD

PURETHINK, LLC, a Delaware
limited liability company;
IGOV, INC., a Virginia
corporation; and JOHN MARK
SUHY, an individual,

Defendants.

_____/

REMOTE VIDEOTAPED DEPOSITION OF
JOHN MARK SUHY
as representative of IGOV, INC.
pursuant to Federal Rule of Civil Procedure 30(b)(6)

Confidential Pursuant to Protective Order

DATE: October 22, 2020

TIME: 9:12 a.m.

LOCATION: Via videoconference

REPORTED BY: BENJAMIN GERALD
California CSR No. 14203
Washington CSR No. 3468

JOHN MARK SUHY

October 22, 2020

1 Q. Okay. But there were two separate agreements;
2 that was all I'm getting at.

3 A. Yes. Yes.

4 Q. Okay. And you formed iGov specifically because
5 of this, from your perspective, the -- the, quote,
6 breaking of that set of agreements with Neo4j?

7 A. No, that's not the only reason.

8 Q. Okay. It was one of the reasons?

9 A. Yes.

10 Q. Okay. And what were the other reasons for the
11 formation of iGov?

12 A. I wanted to create something that I could build
13 and sell in the future.

14 Q. And what were you contemplating building and
15 selling?

16 A. The company.

17 Q. And what would -- what would be the -- the
18 opportunity that the company was going to exploit so
19 that you could sell it later?

20 A. Just leveraging my experience in government to
21 build up consulting and revenue, products.

22 Q. And that would have gone beyond graph database
23 software?

24 A. Oh, of course.

25 Q. But graph database software would have been one

JOHN MARK SUHY

October 22, 2020

1 of the product offerings that iGov was then going to
2 provide to its customers?

3 A. It would make up a part of a solution, just
4 like an alternator makes up a part of a car.

5 Q. I see.

6 A. For certain solutions.

7 Q. Was iGov formed, at least in part, because of
8 certain restrictions that were imposed upon PureThink in
9 the partner agreement?

10 A. Was iGov formed -- can you repeat that again?
11 I have to write this down.

12 Q. Sure. Was iGov formed, at least in part,
13 because of certain restrictions that were imposed upon
14 PureThink in the partner agreement?

15 A. Well, it was formed because it wasn't under the
16 agreement, and so we could still offer graph solutions.
17 So I don't know. I believe that would make that answer
18 yes, but I'm not sure if that's -- because I don't -- I
19 don't see it as avoiding anything, because there was no
20 agreement with iGov. That agreement was only with
21 PureThink. So there would be no reason to avoid
22 anything.

23 Q. Right. But, like you said, there was no
24 agreement with iGov, so it was not -- didn't have any
25 restrictions on it, like -- unlike PureThink, which did

JOHN MARK SUHY

October 22, 2020

1 have restrictions upon its activities?

2 A. Yes, it did not sign a partnership agreement or
3 have any agreements with Neo.

4 Q. Okay.

5 A. That's correct.

6 Q. Just give me one second, Mr. Suhy.

7 A. Take your time. Let me see what time it is on
8 the clock.

9 Q. It's 10:10 Pacific.

10 A. Thank you.

11 MR. PICONE: Mr. Ratinoff, can you drop Tab 113
12 into the chat function, please?

13 (Exhibit 4 was marked for identification.)

14 THE WITNESS: I see it.

15 BY MR. PICONE:

16 Q. And what is that document?

17 MR. PICONE: I'm sorry. Mr. Gerald, can we
18 mark this as Exhibit 4, please.

19 BY MR. PICONE:

20 Q. And then Mr. Suhy, what is that document that's
21 marked as Exhibit 4?

22 A. This appears to be a website -- oops. Sorry.
23 I just moved away from it.

24 This appears to be the website snapshot,
25 screenshot.

47

EXHIBIT 5

**Authorized Federal Acquisition Service
Information Technology Schedule Pricelist
General Purpose Commercial Information Technology
Equipment, Software and Services**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order system are available through GSA *Advantage!*[®], a menu-driven database system. The INTERNET address for GSA *Advantage!*[®] is: GSAAdvantage.gov.

**FSC Group 70, SIN 132-32
TERM SOFTWARE LICENSES**

**FSC Group 71, SIN 134-34
MAINTENANCE OF SOFTWARE AS A SERVICE**

**FSC Group 70, SIN 132-50
TRAINING COURSES FOR INFORMATION
TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)
and**

**FSC Group 70, SIN 132-51
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

(FPDS Code D302 - IT System Development Services FPDS Code D306 - IT Systems Analysis Services
FPDS Code D307 - Automated Information Systems Design & Integration Services FPDS Code D308 - Programming Services)

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software, and/or professional services and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 - Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.



INFORMATION ANALYSIS INCORPORATED

11240 WAPLES MILL ROAD, SUITE 201 • FAIRFAX, VIRGINIA 22030

Telephone: (703) 383-3000 • Fax: (703) 293-7979 • Internet: www.infoa.com

DUNS Number: 016700718

Contract Number: GS-35F-0062J

Period Covered by Contract: 11/04/2013 thru 11/03/2018 (Opt III)

**General Services Administration
Federal Acquisition Service**

Pricelist Current through Modification #PO-0037, dated 06/10/2015

Information Analysis Incorporated is a small business.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.



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Contract No. GS-35F-0062J 11/04/2013 – 11/03/2018

Customer Information

1a. TABLE OF AWARDED SPECIAL ITEM NUMBER(S) WITH APPROPRIATE CROSS-REFERENCE TO ITEM DESCRIPTIONS AND AWARDED PRICE(S)

SIN	See
132-32 TERM SOFTWARE LICENSES	Pages 7-15
132-34 MAINTENANCE OF SOFTWARE AS A SERVICE	Pages 7-15
132-50 TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE	Pages 16-30
132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES	Pages 31-60

1b. IDENTIFICATION OF THE LOWEST PRICE MODEL NUMBER AND LOWEST PRICE UNIT FOR THAT MODEL FOR EACH SPECIAL ITEM NUMBER AWARDED IN THE CONTRACT

SIN	PART NO. AND ITEM	Price
132-32 TERM SOFTWARE LICENSES	NT 201 Neo4j Discovery Bundle	\$ 33,368

1c. HOURLY LABOR RATES, COMMERCIAL JOB TITLES, EXPERIENCE, FUNCTIONAL RESPONSIBILITY, AND EDUCATION

SIN	See
132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES	Pages 39-60

2. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment)

SIN 132-32 – Term Software Licenses	\$500,000 per order
SIN 132-34 – Maintenance of Software as a Service	\$500,000 per order
SIN 132-50 - Training Courses for IT Equipment & Software	\$25,000 per order
SIN 132-51 - Information Technology (IT) Professional Services	\$500,000 per order

3. MINIMUM ORDER

All SIN's \$100 per order

4. GEOGRAPHIC COVERAGE (DELIVERY AREA)

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.



Offerors are requested to check one of the following boxes:

- ☐ The Geographic Coverage will be domestic and overseas delivery.
- ☐ The Geographic Coverage will be overseas delivery only.
- ☒ The Geographic Coverage will be domestic delivery only.

5. POINT(S) OF PRODUCTION

SIN 132-32

Sweden

SIN 132-50 AND 132-51

Fairfax, VA, USA

6. DISCOUNT FROM LIST PRICES OR STATEMENT OF NET PRICE

Prices shown are NET Prices. Basic discounts have been deducted.

7. QUANTITY DISCOUNTS

None

8. PROMPT PAYMENT DISCOUNTS

PPD: 0.25%-20 days - Net 30 days from receipt of invoice or date of acceptance, whichever is later.

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. NOTIFICATION THAT GOVERNMENT PURCHASE CARDS AT OR BELOW THE MICRO-PURCHASE THRESHOLD

Purchase card orders below the micro-purchase threshold (currently \$2,500) will be accepted provided they exceed the minimum order limitation in paragraph 3 above.

9b. NOTIFICATION WHETHER GOVERNMENT PURCHASE CARDS ARE ACCEPTED OR NOT ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD

Purchase card orders exceeding the micro-purchase threshold will also be accepted, unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to provide the services called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under Schedule contracts by using the GSA Advantage!® on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs.



10. FOREIGN ITEMS

All software currently offered under SIN 132-32, which are manufactured by Neo Technologies, are developed in Sweden.

11a. TIME OF DELIVERY

The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below.

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
SIN 132-32	Normally 15 days or as negotiated between IAI and the Ordering Activity
SIN 132-34	Normally 15 days or as negotiated between IAI and the Ordering Activity
SIN 132-50	Normally 90 days or as negotiated between IAI and the Ordering Activity
SIN 132-51	Normally 90 days or as negotiated between IAI and the Ordering Activity

11b. EXPEDITED DELIVERY

Items available for expedited delivery are noted in this price list. Contact contractor.

11c. OVERNIGHT AND 2-DAY DELIVERY

Overnight and 2-day delivery available. Contact contractor for rates for overnight and 2-day delivery.

11.d URGENT REQUIREMENTS

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. F.O.B. POINTS

F.O.B. Destination



13a. ORDERING ADDRESS

Orders and EDI ordering questions should be directed to:

Information Analysis Incorporated
Attn: GSA Schedule Program Manager
11240 Waples Mill Road, Suite 201
Fairfax, Virginia 22030
Telephone: (703) 383-3000, x7901
Fax: (703) 293-7979
E-mail: rderose@infoa.com

13.b ORDERING PROCEDURES

For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. PAYMENT ADDRESS

Payment may be made by check, wire transfer, or Government purchase card.

Address checks to:

Information Analysis Incorporated
Attn: Accounting
11240 Waples Mill Road, Suite 201
Fairfax, Virginia 22030

Wire transfer information is available upon request.

For payment by Government Purchase Card:

Contact Matt Sands, Controller, at (703) 293-7925 or msands@infoa.com, for assistance.



15. WARRANTY PROVISION

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
- (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/ equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

16. EXPORT PACKING CHARGES

Not Applicable.

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE

See paragraph 9 above.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR

Not Applicable.

19. TERMS AND CONDITIONS OF INSTALLATION

Not Applicable.

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATIONG DATES OF PARTS PRICE LISTS AND DISCOUNTS FROM LIST PRICES

Not Applicable.

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES

Not Applicable.

21. LIST OF SERVICE AND DISTRIBUTION POINTS

Not Applicable.



22. LIST OF PARTICIPATING DEALERS

Not Applicable.

23. PREVENTATIVE MAINTENANCE

Not Applicable.

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES

None.

24b. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.infoa.com. The EIT standard can be found at: www.Section508.gov/.

25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER

IAI's DUNS number is: 01-670-0718

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE

IAI is registered in the System for Award Management (SAM) database.



**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-32) AND MAINTENANCE OF SOFTWARE AS A
SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

The Manufacturer's standard commercial warranty applies.

Manufacturer: Neo Technology

Limited Software Warranty. Neo Technology represents and warrants to Licensee only (and not to any End User) that the Software when used for its intended purpose and in accordance with Neo Technology's instructions, will materially conform to Neo Technology's published specifications for a period of one (1) year from the date Licensee is first permitted to access and use the Software under Section 2(c) (Delivery and Acceptance) above. Licensee's sole and exclusive remedy, and Neo Technology's sole and exclusive liability for any breach of this warranty will be, at Neo Technology's sole discretion, to either fix the Software to remedy the defect or refund the applicable Software license fees paid by Licensee for the Software, in each case on condition that Licensee promptly notifies Neo Technology in writing of any alleged breach of this warranty within such one (1) year period. This warranty is null and void to the extent the Software: (i) fails to conform with this warranty as a result of its use with any third party hardware or software; or (ii) is used for an unintended purpose, is used other than in accordance with its published documentation or specifications, or is otherwise used in breach of this Agreement.

Disclaimer of Warranties. Except as expressly set forth above in this section: (i) the software and services are provided to licensee on an "as is" basis, with any and all faults, and without any warranty of any kind; and (ii) neo technology expressly disclaims all representations,



warranties and conditions whether express, implied, statutory, or otherwise, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, and non-infringement of third party rights. Neo technology does not warrant that the software or services will meet licensee's or its end users' requirements, or that the operation of the software will be uninterrupted or error-free, or that defects in the software or services will be corrected. Licensee expressly acknowledges and agrees that the use of the software and services and all results of such use is solely at licensee's and its end users' own risk. No oral or written information or advice given by neo technology or its authorized representatives shall create a warranty or in any way increase the scope of any warranty. Some jurisdictions may not allow the exclusion and/or limitation of implied warranties or conditions, or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to licensee. In such event, neo technology's warranties and conditions with respect to the software and services will be limited to the greatest extent permitted by applicable law in such jurisdiction.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2).
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (800) 829-7614 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 12 a.m. to 11:59 p.m. EST

5 SOFTWARE MAINTENANCE

- a. Software Maintenance as it is defined (select software maintenance type):

 X 1. Software Maintenance as a Product.

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.



Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

X 2. Software Maintenance as a Service.

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).

6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses are to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

(Reserved)

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor



shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

(Reserved)

- a. After a software product has been on a continuous term license for a period of _____* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS (SIN 132-32 AND SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at



one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 9.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS (SIN 132-32 AND SIN 132-34)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.



11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12 RIGHT-TO-COPY PRICING

There is no Right-to-Copy pricing available. The federal government ordering activity has the right to copy one license – *at no charge or cost* - for backup/recovery purpose only.

13. DESCRIPTIONS OF SOFTWARE LICENSES AND PRICING

a. Products

Neo4j by Neo Technology

Neo4j is a high-performance, NOSQL graph database. A graph database is a database that uses graph structures with nodes, edges, and properties to represent and store data, and is based on graph theory. Graph databases, unlike their NOSQL and relational brethren, are designed for lightning fast access to complex data found in social networks, recommendation engines and networked systems. Graphs inherently are a very intuitive way to represent relationships between data. Graph databases differ in that the data *is* the structure. This provides a level of flexibility and resilience that is a great match for today's fast moving business and agile development methods.

Neo4j encompasses all of the features of a mature and robust database. The programmer works with an object-oriented, flexible network structure rather than with strict and static tables – yet enjoys all of the benefits of a fully transactional, enterprise-strength database. For many applications, Neo4j offers performance enhancements of up to 1000 times or more compared to relational databases.

Serving customers in production for over a decade, Neo4j is touted as the world's leading graph database with the largest ecosystem of partners and tens of thousands of successful deployments.

b. Operating System and Browser Compatibility

Operating Systems (OS)

Production Server – Linux, HP UX, Windows 2008

Development – Linux, HP UX, Windows 2008, Windows XP, Mac OS X

Browsers

Microsoft Internet Explorer 10 and higher

Safari 5 and higher

Google Chrome 21 and higher

Firefox 19 and higher

Opera 13 and higher



c. Pricing

GSA Schedule 70 pricing for SIN 132-32 is discounted for the first year at a percentage off of the commercial list price. All future price increases shall adhere to the EPA clause GSAR 552.216-70 Economic Price Adjustment for compliance with the GSA terms and conditions of this Schedule 70 Contract Award.

Neo4j Bundles are available by Annual Subscription. All prices are Annual Subscription prices.

The Neo4j database runtime is called an “Instance”. Clusters comprise multiple instances: normally three or more. Instances normally run on different machines / OSs, although multiple instances can be run on a single machine / OS. Each Neo4j instance runs inside of a corresponding Java Virtual Machine (JVM) instance.

For Neo4j instances running in virtualized environments, only the number of cores allotted to the virtual OS in which Neo4j is running need be licensed. For virtual machines running in EC2 and other virtualized Cloud platforms (such as SoftLayer, Oracle Cloud, et al.), “virtual cores” and “virtual CPUs” (vCPUs) each count as one core.

All Neo4j Bundles include a commercial license for Neo4j Enterprise Edition. The commercial license grants rights to the use of Neo4j Enterprise in commercial and/or federal and government projects on an annual / renewable basis, and includes Support in the GSA purchase price.

1. **Neo4j Enterprise Bundle** – Standard cluster for enterprise applications that are used by more than one department (or by a larger department), or by customer-facing applications. Neo4j Enterprise Bundle basic configuration includes:
 - a. 3 Production Instances (up to 8 Cores per Instance).
 - b. 3 Test Instances (no Core limit).
 - c. Premium Support: 24 x 7 / 1-hour response time for Severity 1 issues, email and phone.
 - d. **Unlimited number of licensed developers.**

MFR Part #	Product Name / Description	Annual Subscription Price
NT 010	Neo4j Enterprise Bundle Base	\$ 189,188
NT 011	Additional Production Capacity (per Core)	6,609
NT 012	Disaster Recovery (per Core)	3,305
NT 013	Additional Test Instances (per Instance)	4,957
NT 014	Additional Instance (up to 8 Cores)	52,874
NT 015	8-Core pack	52,874
NT 016	12-Core pack	79,310
NT 017	16-Core pack	105,747
NT 018	24-Core pack	158,621



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NT 019	32-Core pack	211,494
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2. **Neo4j Business Bundles – Premium Support** – A small cluster for use by a single department, for internal employee-facing applications. Neo4j Business Bundles – Premium Support include:
- Premium Support: 24 x 7 / 1-hour response time for Severity 1 issues, email and phone.
 - Unlimited number of licensed developers.**

MFR Part #	Product Name / Description	Configuration	Annual Subscription Price
NT 001	Neo4j Business Bundle 1 Premium	3 Production Instances (up to 4 Cores per Instance) 3 Test Instances (no Core Limit)	\$ 106,573
NT 002	Neo4j Business Bundle 2 Premium	2 Production Instances (up to 4 Cores per Instance) 2 Test Instances (no Core Limit)	71,049
NT 003	Additional Production Capacity (per Core)		6,609
NT 004	Additional Instance (up to 4 Cores)		26,437
NT 005	Additional Test Instances (per Instance)		4,957

3. **Neo4j Business Bundles – Standard Support** – A small cluster for use by a single department, for internal employee-facing applications. Neo4j Business Bundles – Standard Support include:
- Standard Support: 10 x 5 / 24-hour response time, email
 - Unlimited number of licensed developers.**

MFR Part #	Product Name / Description	Configuration	Annual Subscription Price
NT 501	Neo4j Business Bundle 1 Standard	3 Production Instances (up to 4 Cores per Instance) 3 Test Instances (no Core Limit)	\$ 85,259
NT 502	Neo4j Business Bundle 2 Standard	2 Production Instances (up to 4 Cores per Instance) 2 Test Instances (no Core Limit)	56,839
NT 503	Additional Production Capacity (per Core)		5,287
NT 504	Additional Instance (up to 4 Cores)		21,149
NT 505	Additional Test Instances (per Instance)		3,966



4. **Neo4j Discovery Bundle** – A small single-instance configuration for internal departmental applications. Neo4j Discovery Bundle basic configuration includes:
- a. 1 Production Instances (up to 4 Cores)
 - b. 1 Test Instances (no Core limit)
 - c. Standard Support: 10 x 5 / 24-hour response time, email
 - d. **Unlimited number of licensed developers.**

MFR Part #	Product Name / Description	Annual Subscription Price
NT 201	Neo4j Discovery Bundle	\$ 29,741
NT 202	Additional Production Capacity (per Core [single Instance only])	6,609
NT 203	Additional Test Instances (per Instance)	4,957



TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)

1. SCOPE

a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activities users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.



5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings, printed and copied two-sided on paper containing 30% postconsumer materials (fiber). Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and



(7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

n/a

10. DESCRIPTION OF TRAINING COURSES AND PRICING

10.a. Open Enrollment

To help you maximize use of the Adobe family of products, which are designed to save your organization time and money, and streamline your business processes, IAI offers a comprehensive line of training services, ranging from classroom workshops led by industry-experienced instructors, to on-demand, computer-based courseware. IAI has the training solution that meets the needs of your developers and end-users.

IAI is an approved Adobe Systems Incorporated Enterprise Solutions Partner and systems integrator. The training courses offered under this Schedule 70 were developed by IAI using the systems experience and close interaction with end users.

IAI also offers custom-designed courses and comprehensive training programs, outside the scope of this Schedule, to address the specific requirements of large organizations or those with unique training requirements. As well, IAI can provide text-based workbooks and job-aids for ongoing reference.

Courses are available on a scheduled basis at Information Analysis, Inc. during each month. These courses are offered on a first-come, first-serve schedule. The class size is limited to 10 students. A PC is provided for each student. Class hours normally are 8:30 AM to 5:00 PM. The courses are conducted at Information Analysis, Inc., 11240 Waples Mill Road, Suite 201, Fairfax, Virginia 22030.

All the Adobe Enterprise Courses can be held at your site. The Enterprise Courses can be tailored to meet your objectives. The courses require as a **minimum** the following facility and PC equipment:



- A suitable classroom or laboratory environment
- 1 PC per student –
 - Pentium 4 or later processor
 - Minimum of 256MB RAM
 - If you plan to use Entrust, you must use version 4.0 or above and it must be installed prior to class
- Laser Printer -- Local or LAN
- Network connection for each PC with cc: Mail/Notes or MS Mail/Exchange
- Projector/TV monitor
- Screen
- White board or chalk board
- Instructor workspace

A maximum of 10 students per course is recommended.

10.b. How to Enroll

1. Select the Course(s) that meet your needs, taking into consideration the course prerequisites and scheduled dates.
2. Call Al Weisner at (703) 293-7929 or fax your request to his attention at (703)293-7979 to enroll in class and verify course availability.
3. Process your agency's appropriate training authorization document for approval.
4. Forward approved training document via fax to (703)293-7979 and mail the original training authorization document or bring it the first day of class.

Al Weisner
Information Analysis, Inc.
11240 Waples Mill Road, Suite 201
Fairfax, Virginia 22030
(703) 293-7929
Fax: (703) 293-7979
aweisner@infoa.com

10.c. Courses Offered

Training courses currently offered by IAI are described on the following pages.



Course: Introduction to Adobe Forms Designer

Duration: 2 Days

Recommended Number of Students: 1 - 10

Audience: Forms designers who are converting from paper to electronic forms. Also, forms designers who have used traditional tools or word processors to build forms.

Description: During this two-day class, students will focus on specific techniques for designing and creating a simple form. Students will plan form layouts, select form objects, define page and form object properties, and edit and test. Students will also learn how to enhance a form by adding graphics, tables, and multiple pages.

Objectives: The student will be able to:

- ☐ Form design components
- ☐ Build a form including core approaches
- ☐ What are Objects and how are they used?
- ☐ Object manipulation
- ☐ Define form and page properties
- ☐ Define form object properties
- ☐ Use field properties to automate user input
- ☐ Print and save a form
- ☐ Add graphics, tables, and create a multiple-page form
- ☐ Create field help
- ☐ Learn to fill in the forms utilizing Form Client

Prerequisite(s): Basic Windows skill set - "double-clicking," "clicking," and "drag and drop".



Course: Database-Connectivity Using Adobe Forms Designer

Duration: 1 Day

Recommended Number of Students: 1 - 10

Audience: Forms designers and database managers that are converting from paper to electronic forms.

Description: During this one-day class, students will be introduced to the interface and capabilities of the Form Designer. Students will create a database-linked form using object-oriented design tools. Students will also learn how to enhance a form by adding graphics and other design elements.

Objectives: The student will be able to:

- ☐ Plan a form design
- ☐ Define form and page properties
- ☐ Define form object properties
- ☐ Use field properties to automate user input
- ☐ Work with databases – attaching, adding fields and security
- ☐ Create a multiple database linked form
- ☐ Add graphics, tables, and create a multiple-page form
- ☐ Create field help
- ☐ Learn to fill in the forms utilizing Form Client

Prerequisite(s): Completion of Orientation to Adobe Form Designer and understanding of database fundamentals.



Course: Using the Routing In Adobe Forms Designer

Duration: 1 Day

Recommended Number of Students: 1 - 10

Audience: This course is designed for form application developers and MIS professionals.

Description: During this one-day class, students will learn how to set up a workflow using a routing map and add features to it. Students will also learn to assign attributes to stages and links, the two primary objects that make up a routing map. Students will learn form packaging, including how to specify such options as the contents of a form package, form components, databases and database records, recipient options, and security.

Objectives: The student will be able to:

- ☐ Setup a workflow in Form Designer/Form Client
- ☐ Create a routing map – stages & links
- ☐ Create a form package – database, database records, forms, & other files
- ☐ Create and use tracking database
- ☐ Perform role resolution
- ☐ Create and use event macros

Prerequisite(s): Knowledge of form design and form application design.



Course: **Designing Intelligent Documents Using Adobe Enterprise Products**

Duration: 2 Days

Recommended Number of Students: 1 - 10

Audience: Forms designers who are converting from paper to electronic forms.

Description: During this two-day class, students will be introduced to the concept of an automated workflow and will tour the Form Designer Interface. Through hands-on labs, students will learn to use the Menu Editor to assign menus to form applications, and to attach functions and macros to those forms. Students will be taught how to use the Toolbar Editor to add customized toolbars to a form, edit buttons, and properties of those toolbars, and also create and add dialog boxes. Finally, students will be introduced to the VB Scripting and will examine examples of JScript and write simple routines.

Objectives: The student will be able to:

- ☐ Use Form Designer as a workflow tool
- ☐ Use the Menu editor – creating, attaching functions, editing, and adding
- ☐ Use the Toolbar editor – creating, attaching functions, editing, and adding
- ☐ Use the Macro editor – creating, managing libraries, working with modules
 - ☐ Use the Dialog editor – creating dialog boxes
 - ☐ Use JScript

Prerequisite(s): Knowledge of basic form design, knowledge of Visual Basic, Intelligent Forms Language, or another object-oriented/event-driven programming language.



Course: **Orientation to Adobe Reader Extensions**

Duration: 1 Day

Recommended Number of Students: 1 - 10

Audience: Anyone responsible for adding Reader Extension Rights and the Reader Extension Server Administrator.

Description: This course is designed for individuals responsible for the adding the Reader Extension Rights to the PDF Forms. The course also includes instruction on Reader Extension Server Administration including adding users, deleting users, changing user's passwords, and granting user's permissions.

Objectives: The student will be able to:

- ☐ Understanding the Reader Extension Server Architecture
- ☐ Server Login with UserID and Password
- ☐ Identify and Select the Rights: Local save, Comments, Sign, & Submit
- ☐ Verify Turn On Rights
- ☐ Saving the Form
- ☐ Administrating the Reader Extension Server
- ☐ Adding New Users, Deleting Users, Changing User Password, & Updating User Information including User Rights
- ☐ Learn How and Why to Logoff

Prerequisite(s): Orientation to Adobe Form Designer 6.0.



Course: Adobe Forms Designer Intermediate Course

Duration: 1 Day

Recommended Number of Students: 1 - 10

Audience: Anyone responsible designing forms that has completed the Introduction to Adobe Forms Designer Course

Description: This course introduces the forms designer to Adobe Designer new capabilities. Participants will be able to identify 2D Barcode, JavaScript and other requirements.

Objectives: The student will be able to:

- ☐ Understand the differences between a print, interactive, and dynamic forms.
- ☐ What are Hyperlinks and how you use them in your forms
- ☐ Hyphenation – finally you can give your text a more appealing visual flow
- ☐ How to effectively use the new Page Break Controls
- ☐ Typography enhancements
- ☐ New Tab Order Tool – why this is important – can you say Section 508?
- ☐ Web service authentication – WSDL
- ☐ What is 2D Barcode? How and when is it used
- ☐ Basic JavaScript
- ☐ Student Exercises – Hands on

Major Topics:	Topic	Class Hours
	Introduction to Designer new capabilities	1.0
	Hyperlinks	1.0
	Hyphenation	1.0
	Typography enhancements	1.0
	New Tab Order Tool	1.0
	Web service authentication	1.0
	2D Barcode	3.0
	Basic JavaScript	4.0
	Student Exercises	3.0

Prerequisite(s): Introduction to Adobe Form Designer Course and 6 months forms design experience.



Course: Adobe Forms Designer Advanced Course

Duration: 2 Days

Recommended Number of Students: 1 - 10

Audience: Anyone responsible designing dynamic forms.

Description: This course introduces the form's designer to Adobe Designer's dynamic forms capabilities. Participants will be able to identify dynamic form requirements, provide dynamic forms utilizing text field expansion, subform, and table features to meet the user's dynamic forms requirements. This includes design Wizard based forms.

Objectives: The student will be able to:

- ☐ Understand the differences between a print, interactive, and dynamic form and how to apply these features to achieve a truly interactive dynamic form.
- ☐ Dynamic Form Features – Expanding Fields, Subforms, and Tables
- ☐ Expanding Text Fields – Fields that grow on demand
- ☐ Subforms/Nested Subforms – Use when/if needed
- ☐ Dynamic Tables – At your service
- ☐ Dynamic Tables – Adding/removing rows
- ☐ Pagination – Page breaks with headers/footers
- ☐ FormCalc/JAVA Scripting required
- ☐ Student Exercises – Hands on

Major Topics:	Topic	Class Hours
	Introduction to dynamic interactive forms	1.0
	Expanding Text Fields	1.0
	Subforms/Nested Subform	4.0
	Dynamic Tables	2.0
	Wizard Forms Project	8.0

Prerequisite(s): Orientation to Adobe Form Designer Course and 6 months forms design experience.



Course: Introduction to Acrobat Professional

Duration: 1 Day

Recommended Number of Students: 1 - 10

Audience: The course is intended for anyone who wishes to create Acrobat documents for dissemination to other users, to review Acrobat documents and to use features of Acrobat to enhance the documents.

Description: During this one-day course, students will be introduced to Acrobat Professional including User Interface, creating, navigating, and working with PDF Files.

Objectives: The student will be able to:

- ☐ Create an Acrobat document
- ☐ Navigate through a PDF file
- ☐ Select security options for their documents
- ☐ Control font usage in the document
- ☐ Create bookmarks and Thumbnails
- ☐ Markup documents for review
- ☐ Create and use indexes
- ☐ Printing
- ☐ Emailing

Prerequisite(s): Basic Windows NT/2000/XP skills.



Course: Introduction to Adobe “Free” Reader

Duration: ½ Day

Recommended Number of Students: 1 - 10

Audience: Anyone responsible for filling out Adobe Forms.

Description: This course introduces the user to filling in and printing forms. Participants will learn to enter information, save, retrieve information, email, and print the completed form.

Objectives: The student will be able to:

- ☐ Understand the overall architecture of Adobe “Free” Reader
- ☐ How to access the your forms
- ☐ Fill a form – entering data and working with records
- ☐ Change views and preferences
- ☐ Work with field types – data, graphic, signature, database lookup, and calculation
- ☐ Spell check
- ☐ Work with email – sending and receiving

Prerequisite(s): Basic Windows skills.



Course: Building LiveCycle Enterprise Suite Applications

Duration: 3 Days

Recommended Number of Students: 1 - 10

Audience: This course is for anyone with a programming background. To gain the most from this course, you should:

- Be familiar with basic programming concepts, processes and constructs
- Have a basic understanding of XML terminology and structure
- Be familiar with building forms using Adobe LiveCycle Designer or the Workbench

Description: This course provides developers the skills needed to utilize Process Management and other solution components in building LiveCycle ES applications. The course gets developers up and running in creating, deploying and administering a process, as well as using other solution components in the application.

Objectives: The student will be able to:

- ☐ Introducing the Course
- ☐ Introducing Adobe LiveCycle ES (Enterprise Suite)
- ☐ Getting Started with Adobe LiveCycle Workbench ES
- ☐ Getting Started with LiveCycle Applications
- ☐ Using Forms in LiveCycle ES Applications
- ☐ Creating a Process
- ☐ Deploying a Process
- ☐ Monitoring and Troubleshooting Applications
- ☐ Implementing Business Rules to Control Process Flow
- ☐ Using the Forms Service within a Process
- ☐ Using the Rights Management Service within a Process
- ☐ Using the Reader Extensions Service
- ☐ Creating and Rendering Form Guides within a Process

Prerequisite(s): This course is for anyone with a programming background.

**10.d Price Per Student**

Course Identifier	Descriptive Title	Price per Student
TRAIN-1	Introduction to Adobe Forms Designer	\$1,360
TRAIN-2	Database-Connectivity Using Adobe Forms Designer	680
TRAIN-3	Using the Routing in Adobe Forms Designer	680
TRAIN-4	Designing Intelligent Documents Using Adobe Enterprise Products	1,360
TRAIN-6	Orientation to Adobe Reader Extensions	680
TRAIN-7	Adobe Forms Designer Intermediate Course	1,360
TRAIN-8	Adobe Forms Designer Advanced Course	1,360
TRAIN-23	Introduction to Acrobat Professional	680
TRAIN-24	Introduction to Adobe “Free” Reader	272
TRAIN-40	Building LiveCycle Enterprise Suite Applications	2,055

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)****1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.



4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.



(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION 1 – FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (ALTERNATE 1 – OCT 2008) (DEVIATION 1 – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the



Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009 (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009 (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31 (Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements-Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by-
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.



13. RÉSUMÉS

Résumés shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

16.1 IT Professional Services

Information Analysis Incorporated offers IT professional services in the following general categories. The range of services in each category are described by generally accepted functional titles, associated processes and procedures, and trade names of relevant hardware and software systems. IAI has experience providing services to Federal Government customers in all listed areas. Available services include:

(1) FPDS Code D302 IT Systems Development Services

- Program/Project Management
- Conceptual Design
- Conceptualizing Advanced Technology Requirements
- Business Systems Engineering
- Specification Development
- Site Surveys
- Cost Engineering
- Cost Estimating and Scheduling
- Planning, Analyzing and Scheduling Complex Systems
- Statistical Analysis
- Cost/Benefit Analysis
- Integrated Logistics Support



(2) FPDS Code D306 **IT Systems Analysis Services**

- Functional Requirements Integration
 - Life Cycle Program Management
 - Risk Assessment and Mitigation
 - Independent Verification and Validation
 - Quality Assurance
 - Requirements Documentation
 - Cost-Benefit Analysis
- Computer Systems
 - Systems Engineering and Integration
 - Planning and Assessment
 - Requirements Analysis
 - Systems Design and Analysis
 - Systems Development
 - Configuration Management
 - User Interface Design and Development
 - Business Process Redesign
 - Test and Evaluation
- Software
 - Life Cycle Management
 - CASE Tools
 - Business Process Reengineering (Redesign)
 - Cold Fusion
- Test and Evaluation
 - Software Engineering QA
 - Cost-Benefit Analysis
 - Risk Analysis
- Site Surveys
 - Requirements Analysis
 - Project Planning
 - Inventory Control
 - CAD Drawing
 - Cable Plant LAN/WAN/MAN



(3) FPDS Code D307 **Automated Information Systems Design and Integration Services**

- Functional Requirements Integration
 - Life Cycle Program Management
 - Risk Assessment and Mitigation
 - Independent Verification and Validation
 - Quality Assurance
 - Requirements Documentation
 - Cost-Benefit Analysis
- Computer Systems
 - Systems Engineering and Integration
 - Planning and Assessment
 - Requirements Analysis
 - Systems Design and Analysis
 - Systems Development
 - Configuration Management
 - User Interface Design and Development
 - Business Process Redesign
 - Test and Evaluation
- Data Modeling and Standardization
 - Quality Assurance Process
 - Structured Analysis
 - Document Management System
 - Source Code Control
 - Configuration Management
 - Rapid Application Development
- Database Management and Development
- Database Administration
- Data Communications (Secure & Non-Secure)
 - Intranet Services
 - Internet
 - Firewalls
 - C-2 compliance
 - C4I compliance
- Shared Data Environment
 - Impact Studies
 - Needs Assessment
 - Document Management Services
 - Web Site Development and Maintenance
 - Independent Verification and Validation



(4) FPDS Code D308 **Programming Services**

- Database Development
- Application Development
- Languages
 - C & C++ (Visual)
 - Clipper
 - FoxPro
 - Lotus Notes
 - Progress
 - UNIX Shell Scripting (Bourne, Korn, C Shell)
 - Visual Basic
- Internet & Intranet
 - HTTP and Proxy Server
 - Security
 - Firewalls
 - E-Mail Server (SMTP and POP3)
 - Web Page Design (HTML, JAVA, Active-X)
 - Forms design and drawing service



16.2. Commercial Job Titles (Labor Categories)

Commercial Job Title: Program Manager

Minimum/General Experience: Twelve years proven program management, including at least eight years of ADP, telecommunications, or other advanced technology systems management experience. Must be capable of leading programs that involve the successful management of teams composed of information technology professionals and/or other technical disciplines who have been involved in analysis, design, integration, testing, documenting, converting, extending and implementing automated information and/or other advanced technology systems. Must have proven skills relevant to the delivery/task order to be managed.

Functional Responsibility: Performs day-to-day management of overall program/contract support operations, possibly involving multiple projects and groups of personnel at multiple locations. Organizes, directs, and coordinates the planning and production of all contract support activities. Must be capable of negotiating and making binding decisions for the company.

Minimum Education: Bachelor's degree or higher in engineering, scientific, computer science, operations research, business, or a related field.

Commercial Job Title: Project Manager (Level III)

Minimum/General Experience: At least 5 years of direct supervision of ADP software development, integration maintenance projects, and/or telecommunications management experience including managing project teams or work groups. Demonstrated management and technical or administrative skill, and excellent interpersonal skills.

Functional Responsibility: Performs day-to-day management of assigned tasking that involve teams of data processing and other information systems/management professionals involved in analyzing, designing, integrating, testing, documenting, converting, extending, and implementing automated information and telecommunications systems. Demonstrates proven skills in those technical areas addressed by the tasks to be managed. Organizes, directs, and coordinates the planning and production of all activities associated with assigned projects

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience.

Commercial Job Title: Project Manager (Level - II)

Minimum/General Experience: At least 4 years of direct supervision of ADP software development, integration maintenance projects, and/or telecommunications management experience including managing project teams or work groups. Demonstrated management and technical or administrative skill, and excellent interpersonal skills.



Functional Responsibility: Performs day-to-day management of assigned tasking that involve teams of data processing and other information systems/management professionals involved in analyzing, designing, integrating, testing, documenting, converting, extending, and implementing automated information and telecommunications systems. Demonstrates proven skills in those technical areas addressed by the tasks to be managed. Organizes, directs, and coordinates the planning and production of all activities associated with assigned projects

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience.

Commercial Job Title: Project Manager (Level - I)

Minimum/General Experience: At least 4 years of direct supervision of ADP software development, integration maintenance projects, and/or telecommunications management experience including managing project teams or work groups. Demonstrated management and technical or administrative skill, and excellent interpersonal skills.

Functional Responsibility: Performs day-to-day management of overall program/contract support operations, possibly involving multiple projects and groups of personnel at multiple locations. Organizes, directs, and coordinates the planning and production of all contract support activities. Must be capable of negotiating and making binding decisions for the company.

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience.

Commercial Job Title: Team Leader

Minimum/General Experience: Minimum of 5 years of professional work experience that provides the required knowledge and skill set. Demonstrated management and technical or administrative skill, and excellent interpersonal skills.

Functional Responsibility: Defines and directs technical specification and tasks to be performed by team members, defines target dates of tasks and subtasks. Provides guidance and assistance in coordinating output and ensuring the technical adequacy of the end product.

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience.

Commercial Job Title: Senior Conversion Analyst

Minimum/General Experience: A minimum of 8 years of experience in computer programming and system design and development; 4 years of experience in systems architecture and application development; 3 years experience in implementing relevant applications in a mainframe or client-server environment; and technical training in application-specific areas.



Functional Responsibility: Supports the integration of certain enterprise applications. Provides system-wide computer programming, analysis, and design to implement applications. Possesses and applies a detailed understanding of application-specific requirements (such as, code, table and view structure, system interface and database requirements, and programming procedures for installations). Designs and develops computer programs that connect the application to external data sources and databases with internal tables and views. Additionally, position requires a detailed understanding of relational database structures.

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience.

Commercial Job Title: Configuration Manager

Minimum/General Experience: Four to 9 years experience establishing overall requirements, developing plans, implementing directives, and establishing and maintaining a disciplined environment to ensure configuration control. Exercised a high level of analytical ability in order to gather and interpret complex data, and to solve unusual and difficult technical, administrative, and managerial problems. Engaged in frequent contact with customers and CM personnel.

Functional Responsibility: Develops and administers configuration management for software and hardware systems, and implements instructions for assigned programs. Controls configuration baselines and interfaces through Engineering Change Proposal/Specification processing; fulfills such contract data requirements as preparing drafts, forwarding correspondence, preparing and processing CM required data items; and compiles, prepares, and maintains the master records for the establishment and change of configuration baselines, engineering release system, configuration item development record (including the configuration index and change status listing), and configuration status accounting.

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience.

Commercial Job Title: Data Base Administrator

Minimum/General Experience: Experience in areas related to the administration, planning, and development of computerized data bases. Experience with data base management systems, system design and analysis, operating systems software, and internal and data manipulation languages.

Functional Responsibility: Works as part of a team, to execute various data base projects. Work may involve the development and maintenance of data base software, as well as problem resolution. Formulates and implements policies and procedures pertaining to data base management, security, maintenance, and utilization. Works directly with data base users, providing advice as to procedures, technical problems, priorities, and methodologies.



Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience.

Commercial Job Title: Senior Programmer (Level II)

Minimum/General Experience: Four to 9 years of related experience performing routine design, coding, and documentation of application programs for computers and related equipment used for scientific or commercial projects.

Functional Responsibility: Analyzes, designs, codes, and documents complex applications for large-scale computers and related equipment appropriate to scientific and commercial projects. Performs technical tasks using both standard and nonstandard analysis, design, and programming methods and techniques. Determines customer requirements for the final program or system. Analyzes problems in terms of such factors as user requirements, input data and form, output data and form, available computer configuration, processing turnaround requirements, input and output checking, and overall problem-schedule requirements. Advises on computer requirements and limitations to help define automation needs. May provide advice on system design configurations, procedural and technical aspects of automated records, hardware acquisition, and maintenance. Develops and writes machine or other suitable source language instructions required for computer processing.

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience.

Commercial Job Title: Senior Programmer (Level I)

Minimum/General Experience: Four to 9 years of related experience performing routine design, coding, and documentation of application programs for computers and related equipment used for scientific or commercial projects.

Functional Responsibility: Analyzes, designs, codes, and documents complex applications for large-scale computers and related equipment appropriate to scientific and commercial projects. Performs technical tasks using both standard and nonstandard analysis, design, and programming methods and techniques. Determines customer requirements for the final program or system. Analyzes problems in terms of such factors as user requirements, input data and form, output data and form, available computer configuration, processing turnaround requirements, input and output checking, and overall problem-schedule requirements. Advises on computer requirements and limitations to help define automation needs. May provide advice on system design configurations, procedural and technical aspects of automated records, hardware acquisition, and maintenance. Develops and writes machine or other suitable source language instructions required for computer processing.

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience.



Commercial Job Title: Programmer (Level – VI)

Minimum/General Experience: Six years in coding/developing software in more than one programming language and operating system.

Functional Responsibility: Performs feasibility studies, logic design, and system flowcharts, analysis of input/output flow, hardware study, forms layout, and detailed flowcharting. Leads implementation of overall system design as generated by project manager. Estimates personnel requirements, distributes programming tasks, and prepares implementation schedule. Implements file design, storage estimation and allocation, actual coding error removal, logic optimization, system re-evaluation, and on-line testing. After user approval, makes final corrections and program and run-time documentation. Implements scientific and/or engineering computer applications that are mathematical in nature or support specific systems (e.g., communications, graphics, data base, or operational system interface).

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience.

Commercial Job Title: Programmer (Level – V)

Minimum/General Experience: Five years in coding/developing software in more than one programming language and operating system.

Functional Responsibility: Performs feasibility studies, logic design, and system flowcharts, analysis of input/output flow, hardware study, forms layout, and detailed flowcharting. Leads implementation of overall system design as generated by project manager. Estimates personnel requirements, distributes programming tasks, and prepares implementation schedule. Implements file design, storage estimation and allocation, actual coding error removal, logic optimization, system re-evaluation, and on-line testing. After user approval, makes final corrections and program and run-time documentation. Implements scientific and/or engineering computer applications that are mathematical in nature or support specific systems (e.g., communications, graphics, data base, or operational system interface).

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience.

Commercial Job Title: Programmer (Level – IV)

Minimum/General Experience: Four years in coding/developing software in more than one programming language and operating system.

Functional Responsibility: Performs feasibility studies, logic design, and system flowcharts, analysis of input/output flow, hardware study, forms layout, and detailed flowcharting. Leads implementation of overall system design as generated by project manager. Estimates personnel requirements, distributes programming tasks, and prepares implementation schedule. Implements



file design, storage estimation and allocation, actual coding error removal, logic optimization, system re-evaluation, and on-line testing. After user approval, makes final corrections and program and run-time documentation. Implements scientific and/or engineering computer applications that are mathematical in nature or support specific systems (e.g., communications, graphics, data base, or operational system interface).

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience.

Commercial Job Title: Programmer (Level – III)

Minimum/General Experience: Three years in coding/developing software in more than one programming language and operating system.

Functional Responsibility: Performs feasibility studies, logic design, and system flowcharts, analysis of input/output flow, hardware study, forms layout, and detailed flowcharting. Leads implementation of overall system design as generated by project manager. Estimates personnel requirements, distributes programming tasks, and prepares implementation schedule. Implements file design, storage estimation and allocation, actual coding error removal, logic optimization, system re-evaluation, and on-line testing. After user approval, makes final corrections and program and run-time documentation. Implements scientific and/or engineering computer applications that are mathematical in nature or support specific systems (e.g., communications, graphics, data base, or operational system interface).

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience.

Commercial Job Title: Programmer (Level – II)

Minimum/General Experience: One year in coding/developing software in at least more than one programming language and operating system.

Functional Responsibility: Codes, tests, and debugs software modules consisting of multiple routines or procedures. Works from system specifications such as data flow diagrams or program design language (PDL). Generates own flowcharts or PDL for individual module implementation as required by supervisor. Assists programming staff with runtime error resolution and debugging tasks as required. Installs and maintains universal software libraries. Creates and installs executive procedures to aid in system implementation. Codes, tests, and debugs application source code and documents programs.

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience. Associate's degree or certification in specialized computer training and five years pertinent experience in lieu of a degree.

**Commercial Job Title: Programmer (Level – I)**

Minimum/General Experience: Six months in coding/developing software in at least more than one programming language and operating system.

Functional Responsibility: Codes, tests, and debugs applications software from system specifications in one computer language. Assignments are at the smallest routine or procedure level. Monitors computer workload and performance. Documents and reports specification problems and ambiguities through the code/test/debug cycle to supervisor. Performs production runs for systems requiring programmer operation or when operator staff limitation requires. This may involve data entry tasks. Utilizes operating system programs (utilities/editors), to create and maintain applications program files.

Minimum Education: Associate's degree or certification in specialized computer training and two years pertinent experience in lieu of a degree.

Commercial Job Title: Senior Engineer

Minimum/General Experience: Eight years of engineering experience or the equivalent technical knowledge and eight years experience in a technical field.

Functional Responsibility: Prepares detailed and complex engineering packages including specifications, drawings, and other documents required for development and procurement of equipment and materials in support of the client or Government agency. Involved in definition of project scope and development of novel concepts and approaches. Provides data to higher management to support commitments made and technical decisions reached that influence the scope and direction of projects. Develops engineering standards and procedures governing the installation of equipment, facilities and systems within the area of assigned responsibility. Plans, organizes, and supervises the work of engineering staff and other project-oriented personnel.

Minimum Education: Bachelor's degree or higher in engineering, a technical science, business, operations research, or equivalent.

Commercial Job Title: Systems Engineer

Minimum/General Experience: Seven years of experience in systems engineering, including three years of experience in analytical problem solving of workflow, organization and planning.

Functional Responsibility: Utilizing specialized knowledge and operating independently, determines system design needs based on user requirements and available approaches. Develops general and detailed system design specifications. Leads project team in new system development. Determines and assigns tasks, assesses risks, develops project plans/schedules. Reviews defined system problems and identified approaches, and makes final decision on approach or modification to be implemented for solution. Determines testing requirements; reviews specialized testing



procedures and adjusts as necessary; and ensures proper accomplishment and documentation of testing.

Minimum Education: Bachelor's degree in computer science, math, engineering, or operations research. Associate's degree or certification in specialized computer training and five years pertinent experience in lieu of Bachelor's degree.

Commercial Job Title: Software Engineer

Minimum/General Experience: Minimum five years experience managing full-life cycle test efforts.

Functional Responsibility: Oversees and directs the test activities of the test team. Responsibilities include managing development of test scripts, test procedures, implementation and documentation effort associated with IAI projects. Position requires strong oral and written communication skills and the ability to coordinate with IAI senior management and IAI clients on a daily basis. Strong project management skills are required, including familiarity with project management tools such as MS Project and Excel. Position also requires strong background in use of automated test tools and development of automated test procedures and/or scripts.

Minimum Education: Bachelor's degree or equivalent experience.

Commercial Job Title: Associate Software Engineer

Minimum/General Experience: Zero (0) to five (5) years of experience performing software engineering activities relative to the design and development of existing software and new or existing systems or subsystems software.

Functional Responsibility: Works under close supervision performing software engineering assignments relative to the modification and/or development of software systems. Assists more senior engineers in the formulation and development of systems or subsystems architecture, requirements, and design documents. Assists in performing software algorithm development, design, coding, and documentation work of systems. Assists in the evaluation of subcontractor software activities, so as to ensure compliance with software engineering standards.

Minimum Education: Associate's degree or equivalent experience.

**Commercial Job Title: Senior Test Manager**

Minimum/General Experience: Minimum five years experience managing full-life cycle test efforts.

Functional Responsibility: Oversees and directs the test activities of the test team. Responsibilities include managing development of test scripts, test procedures, implementation and documentation effort associated with IAI projects. Position requires strong oral and written communication skills and the ability to coordinate with IAI senior management and IAI clients on a daily basis. Strong project management skills are required, including familiarity with project management tools such as MS Project and Excel. Position also requires strong background in use of automated test tools and development of automated test procedures and/or scripts.

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience.

Commercial Job Title: Senior Systems Analyst (Level - IV)

Minimum/General Experience: Experience working on complex application problems involving all phases of systems analysis. At least seven years of experience in analysis and design of business applications for complex large-scale or mid-tier computer systems, or LAN-based systems, to include experience in data base management systems (DBMS), and use of programming languages. Knowledge of current storage and retrieval methods and demonstrated ability to formulate specifications for programmers to use in coding, testing, and debugging of computer programs.

Functional Responsibility: Utilizing specialized knowledge and operating independently, determines system design needs, based on user requirements and available approaches. Develops general and detailed system design specifications and quality control documentation. Develops project plans/schedules; communicates project status to upper management and customer. Responsible for project control. Makes final decision on approach/modification for solution of problems if unresolved at lower level. Conducts final review and assessment of existing operational systems for cost effectiveness, compliance to specifications and standards, and ability to meet future needs. Maintains state-of-the-art knowledge of hardware/software technology.

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience. Associate's degree or certification in specialized computer training and seven years pertinent experience in lieu of a degree.

Commercial Job Title: Senior Systems Analyst (Level - III)

Minimum/General Experience: Experience working on complex application problems involving all phases of systems analysis. At least six years of experience in analysis and design of business applications for complex large-scale or mid-tier computer systems, or LAN-based systems,



to include experience in data base management systems (DBMS), and use of programming languages. Knowledge of current storage and retrieval methods and demonstrated ability to formulate specifications for programmers to use in coding, testing, and debugging of computer programs.

Functional Responsibility: Utilizing specialized knowledge and operating independently, determines system design needs, based on user requirements and available approaches. Develops general and detailed system design specifications and quality control documentation. Develops project plans/schedules; communicates project status to upper management and customer. Responsible for project control. Makes final decision on approach/modification for solution of problems if unresolved at lower level. Conducts final review and assessment of existing operational systems for cost effectiveness, compliance to specifications and standards, and ability to meet future needs. Maintains state-of-the-art knowledge of hardware/software technology.

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience. Associate's degree or certification in specialized computer training and six years pertinent experience in lieu of a degree.

Commercial Job Title: Senior Systems Analyst (Level - II)

Minimum/General Experience: Experience working on complex application problems involving all phases of systems analysis. At least five years of experience in analysis and design of business applications for complex large-scale or mid-tier computer systems, or LAN-based systems, to include experience in data base management systems (DBMS), and use of programming languages. Knowledge of current storage and retrieval methods and demonstrated ability to formulate specifications for programmers to use in coding, testing, and debugging of computer programs.

Functional Responsibility: Utilizing specialized knowledge and operating independently, determines system design needs, based on user requirements and available approaches. Develops general and detailed system design specifications and quality control documentation. Develops project plans/schedules; communicates project status to upper management and customer. Responsible for project control. Makes final decision on approach/modification for solution of problems if unresolved at lower level. Conducts final review and assessment of existing operational systems for cost effectiveness, compliance to specifications and standards, and ability to meet future needs. Maintains state-of-the-art knowledge of hardware/software technology.

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience. Associate's degree or certification in specialized computer training and five years pertinent experience in lieu of a degree.

Commercial Job Title: Senior Systems Analyst (Level - I)

Minimum/General Experience: Experience working on complex application problems involving all phases of systems analysis. At least four years of experience in analysis and design of business



applications for complex large-scale or mid-tier computer systems, or LAN-based systems, to include experience in data base management systems (DBMS), and use of programming languages. Knowledge of current storage and retrieval methods and demonstrated ability to formulate specifications for programmers to use in coding, testing, and debugging of computer programs.

Functional Responsibility: Utilizing specialized knowledge and operating independently, determines system design needs, based on user requirements and available approaches. Develops general and detailed system design specifications and quality control documentation. Develops project plans/schedules; communicates project status to upper management and customer. Responsible for project control. Makes final decision on approach/modification for solution of problems if unresolved at lower level. Conducts final review and assessment of existing operational systems for cost effectiveness, compliance to specifications and standards, and ability to meet future needs. Maintains state-of-the-art knowledge of hardware/software technology.

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience. Associate's degree or certification in specialized computer training and four years pertinent experience in lieu of a degree.

Commercial Job Title: Systems Analyst (Level - IV)

Minimum/General Experience: Five years of computer experience in information systems design and management. Demonstrated ability to work on requirements that are moderately complex to analyze, plan, program, and implement. Experience in analysis and design of business applications for complex large-scale or mid-tier computer systems, or LAN-based systems, including experience in DBMS, and use of programming languages. Knowledge of current storage and retrieval methods; systems analysis experience designing technical applications on computer systems; and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs.

Functional Responsibility: Conducts studies analyzing user requirements, inclusive of cost versus benefit considerations. Identifies alternate system approaches, develops recommendations, and documents findings. Coordinates activities and work assignments of project personnel, monitoring daily progress of work against schedule. Supervises the testing and implementation of basic computer systems. Assists in development of project plans and schedules. Develops inputs to general and detailed system design specifications and quality control documentation.

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience. Associate's degree or certification in specialized computer training and Five years pertinent experience in lieu of a degree.

Commercial Job Title: Systems Analyst (Level - III)

Minimum/General Experience: Four years of computer experience in information systems design and management. Demonstrated ability to work on requirements that are moderately complex to analyze, plan, program, and implement. Experience in analysis and design of business applications for complex large-scale or mid-tier computer systems, or LAN-based systems, including



experience in DBMS, and use of programming languages. Knowledge of current storage and retrieval methods; systems analysis experience designing technical applications on computer systems; and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs.

Functional Responsibility: Conducts studies analyzing user requirements, inclusive of cost versus benefit considerations. Identifies alternate system approaches, develops recommendations, and documents findings. Coordinates activities and work assignments of project personnel, monitoring daily progress of work against schedule. Supervises the testing and implementation of basic computer systems. Assists in development of project plans and schedules. Develops inputs to general and detailed system design specifications and quality control documentation.

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience. Associate's degree or certification in specialized computer training and four years pertinent experience in lieu of a degree.

Commercial Job Title: Systems Analyst (Level - II)

Minimum/General Experience: Three years of computer experience in information systems design and management. Demonstrated ability to work on requirements that are moderately complex to analyze, plan, program, and implement. Experience in analysis and design of business applications for complex large-scale or mid-tier computer systems, or LAN-based systems, including experience in DBMS, and use of programming languages. Knowledge of current storage and retrieval methods; systems analysis experience designing technical applications on computer systems; and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs.

Functional Responsibility: Conducts studies analyzing user requirements, inclusive of cost versus benefit considerations. Identifies alternate system approaches, develops recommendations, and documents findings. Coordinates activities and work assignments of project personnel, monitoring daily progress of work against schedule. Supervises the testing and implementation of basic computer systems. Assists in development of project plans and schedules. Develops inputs to general and detailed system design specifications and quality control documentation.

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience. Associate's degree or certification in specialized computer training and three years pertinent experience in lieu of a degree.

Commercial Job Title: Systems Analyst (Level - I)

Minimum/General Experience: Two years of computer experience in assignments of a technical nature. One year of experience in analyzing and programming applications on large-scale or mid-tier computers (or LAN-based) with a minimum of one year of design and programming of moderately complex ADP systems.



Functional Responsibility: Under general supervision and utilizing standardized techniques, assists in analyzing user requirements and cost/benefit information. Assists in review of existing system; researches alternate systems and approaches, and documents findings. Acts as liaison in specified user areas; confers with users to define problems. Coordinates the testing and implementation of basic computer systems. Provides input to development of project plans and schedules and monitors project status.

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience. Associate's degree or certification in specialized computer training and two years pertinent experience in lieu of a degree

Commercial Job Title: **Technical Analyst**

Minimum/General Experience: Minimum four years experience performing software development and analysis. Must have prior experience supervising the activity of other developers.

Functional Responsibility: The Technical Analyst assists the Project Manager by assuming responsibility for software analysis and development at the sub-system level. The Technical Analysis is responsible for definition of sub-system interfaces, ensuring that system design enhancements and modifications are designed and implemented consistent with architectural guidelines and meet customer requirements. The Technical Analyst is responsible for full life-cycle software development. Familiarity with top-down structured design and coding techniques is required. Position requires supervision of more junior team members and familiarity with industry standard Configuration Management and Quality Assurance procedures. Position requires strong oral and written communications skills and the ability to interface directly with clients and internal IAI development and support groups.

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience.

Commercial Job Title: **Information Engineering Specialist**

Minimum/General Experience: Five years of experience in engineering, systems analysis, design, and programming. Experience in information systems development, functional and data requirement analysis, systems analysis and design, programming, program design, and documentation preparation.

Functional Responsibility: Applies a business-wide set of disciplines for planning, analysis, design, construction, and maintenance of information systems on a business-wide basis or across a major sector of the business. Performs business strategic systems planning, information planning, and analysis. Performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools, such as I-CASE tools. Applies reverse engineering and reengineering disciplines to develop migration strategic and planning documents. Provides technical guidance in software engineering techniques and automated support tools.



Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience.

Commercial Job Title: IT Consultant (Level IV)

Minimum/General Experience: Must have 10 years of experience in the ADP field. At least 7 years of combined new and related older technical experience in the ADP field directly related to the required area of expertise. Good oral and written communication skills. Good investigative skills with ability to infer software and hardware dependencies. Must be able to communicate on technical issues.

Functional Responsibility: Travels to the customer site to analyze and enhance the IT systems used within the organization. Performs interviews and other research. Provides technical, managerial, and administrative assistance for problem definition, analysis, requirements development and implementation, for complex to extremely complex systems in the subject matter area. Makes recommendations and advises on organization-wide systems improvements, optimization or maintenance efforts, in the following representative areas: information systems architecture; networking and networks; telecommunications including legacy and high-speed technologies, protocols, operations and management; automation including micro through mainframe hardware, computer languages, operating systems, database systems, security, decision support systems; risk management and electronic analysis, software including commercial software and software development, life-cycle management; modeling and simulation; graphics; data management; etc.

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience.

Commercial Job Title: IT Consultant (Level III)

Minimum/General Experience: Must have 8 years of experience in the ADP field. At least 5 years of combined new and related older technical experience in the ADP field directly related to the required area of expertise. Good oral and written communication skills. Good investigative skills with ability to infer software and hardware dependencies. Must be able to communicate on technical issues.

Functional Responsibility: Travels to the customer site to analyze and enhance the IT systems used within the organization. Performs interviews and other research. Provides technical, managerial, and administrative assistance for problem definition, analysis, requirements development and implementation, for complex to extremely complex systems in the subject matter area. Makes recommendations and advises on organization-wide systems improvements, optimization or maintenance efforts, in the following representative areas: information systems architecture; networking and networks; telecommunications including legacy and high-speed technologies, protocols, operations and management; automation including micro through mainframe hardware, computer languages, operating systems, database systems, security, decision support systems; risk management and electronic analysis, software including commercial software and software development, life-cycle management; modeling and simulation; graphics; data management; etc.



Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience.

Commercial Job Title: IT Consultant (Level II)

Minimum/General Experience: Must have 6 years of experience in the ADP field. At least 3 years of combined new and related older technical experience in the ADP field directly related to the required area of expertise. Good oral and written communication skills. Good investigative skills with ability to infer software and hardware dependencies. Must be able to communicate on technical issues.

Functional Responsibility: Travels to the customer site to analyze and enhance the IT systems used within the organization. Performs interviews and other research. Provides technical, managerial, and administrative assistance for problem definition, analysis, requirements development and implementation, for complex to extremely complex systems in the subject matter area. Makes recommendations and advises on organization-wide systems improvements, optimization or maintenance efforts, in the following representative areas: information systems architecture; networking and networks; telecommunications including legacy and high-speed technologies, protocols, operations and management; automation including micro through mainframe hardware, computer languages, operating systems, database systems, security, decision support systems; risk management and electronic analysis, software including commercial software and software development, life-cycle management; modeling and simulation; graphics; data management; etc.

Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience.

Commercial Job Title: IT Consultant (Level I)

Minimum/General Experience: Must have 3 years of experience in the ADP field. Good oral and written communication skills. Good investigative skills with ability to infer software and hardware dependencies. Must be able to communicate on technical issues.

Functional Responsibility: Travels to the customer site to analyze and enhance the IT systems used within the organization. Performs interviews and other research. Provides technical, managerial, and administrative assistance for problem definition, analysis, requirements development and implementation, for complex to extremely complex systems in the subject matter area. Makes recommendations and advises on organization-wide systems improvements, optimization or maintenance efforts, in the following representative areas: information systems architecture; networking and networks; telecommunications including legacy and high-speed technologies, protocols, operations and management; automation including micro through mainframe hardware, computer languages, operating systems, database systems, security, decision support systems; risk management and electronic analysis, software including commercial software and software development, life-cycle management; modeling and simulation; graphics; data management; etc.



Minimum Education: Bachelor's degree in computer science or a related discipline, or equivalent experience. Associate's degree or certification in specialized computer training and three years pertinent experience in lieu of a degree.

Commercial Job Title: Software Consultant (Level IV)

Minimum/General Experience: Ten years experience with software, such as software engineering, applications programming, and software maintenance.

Functional Responsibility: Provides technical, managerial, and administrative direction for problem definition, analysis, and requirements development. Makes recommendations and advises on improvements, optimization and maintenance efforts. Experienced in software development, integration, methodologies, and languages. Analyzes user and/or systems requirements and design specifications. Tests and refines software to produce the desired end result. Prepares required documentation, including project plans, software program, and user documentation. Knowledgeable of state-of-the-art technologies such as operating systems, communications software, education and training systems, database compilers, object technologies, and network and communications technologies.

Minimum Education: Requires a Master's degree and ten years experience (or equivalent combination of education and experience).

Commercial Job Title: Software Consultant (Level III)

Minimum/General Experience: Eight to ten years experience with software, such as software engineering, applications programming, and software maintenance.

Functional Responsibility: Provides technical, managerial, and administrative direction for problem definition, analysis, and requirements development. Makes recommendations and advises on improvements, optimization and maintenance efforts. Experienced in software development, integration, methodologies, and languages. Analyzes user and/or systems requirements and design specifications. Tests and refines software to produce the desired end result. Prepares required documentation, including project plans, software program, and user documentation. Knowledgeable of state-of-the-art technologies such as operating systems, communications software, education and training systems, database compilers, object technologies, and network and communications technologies.

Minimum Education: Requires a Bachelor's degree and eight to ten years experience (or equivalent combination of education and experience).

Commercial Job Title: Software Consultant (Level II)

Minimum/General Experience: Five to seven years experience with software, such as software engineering, applications programming, and software maintenance.



Functional Responsibility: Provides technical, managerial, and administrative direction for problem definition, analysis, and requirements development. Makes recommendations and advises on improvements, optimization and maintenance efforts. Experienced in software development, integration, methodologies, and languages. Analyzes user and/or systems requirements and design specifications. Tests and refines software to produce the desired end result. Prepares required documentation, including project plans, software program, and user documentation. Knowledgeable of state-of-the-art technologies such as operating systems, communications software, education and training systems, database compilers, object technologies, and network and communications technologies.

Minimum Education: Requires a Bachelor's degree and five to seven years experience (or equivalent combination of education and experience).

Commercial Job Title: **Software Consultant (Level I)**

Minimum/General Experience: Two to four years experience with software, such as software engineering, applications programming, and software maintenance.

Functional Responsibility: Provides technical, managerial, and administrative direction for problem definition, analysis, and requirements development. Makes recommendations and advises on improvements, optimization and maintenance efforts. Experienced in software development, integration, methodologies, and languages. Analyzes user and/or systems requirements and design specifications. Tests and refines software to produce the desired end result. Prepares required documentation, including project plans, software program, and user documentation. Knowledgeable of state-of-the-art technologies such as operating systems, communications software, education and training systems, database compilers, object technologies, and network and communications technologies.

Minimum Education: Requires a Bachelor's degree and two to four years experience (or equivalent combination of education and experience).

Commercial Job Title: **Technical Writer/Editor Level – III**

Minimum/General Experience: Four years of experience performing technical writing, research, and editing functions. Knowledge of contemporary word processing and publishing applications.

Functional Responsibility: Assists in collecting and organizing information for preparation of user manuals, training materials, installation guides, proposals, newsletters, promotional publications, articles for publication, and reports. Edits functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables and documents. Assists in performing administrative functions. Must demonstrate the ability to work independently or under only general direction

Minimum Education: Bachelors degree or equivalent.

**16.3. PRICES FOR ON-SITE IT PROFESSIONAL SERVICES AT HOURLY RATES**

Labor Category - On-Site/Client Site	Rate
Program Director	\$ 170.36
Project Manager (Level III)	176.37
Project Manager (Level II)	157.72
Project Manager (Level I)	97.63
Team Leader	76.72
Senior Conversion Analyst	113.56
Configuration Manager	96.53
Data Base Administrator	90.29
Senior Programmer (Level II)	74.75
Senior Programmer (Level I)	56.08
Programmer (Level VI)	85.17
Programmer (Level V)	77.08
Programmer (Level IV)	72.29
Programmer (Level III)	64.26
Programmer (Level II)	50.46
Programmer (Level I)	26.24
Senior Engineer	95.43
Systems Engineer	87.86
Software Engineer	151.95
Associate Software Engineer	114.56
Senior Test Manager	123.29
Senior Systems Analyst (Level IV)	90.86



Contract No. GS-35F-0062J 11/04/2013 – 11/03/2018

Labor Category - On-Site/Client Site (continued)	Rate
Senior Systems Analyst (Level III)	\$ 89.32
Senior Systems Analyst (Level II)	80.48
Senior Systems Analyst (Level I)	65.43
Systems Analyst (Level IV)	91.95
Systems Analyst (Level III)	79.44
Systems Analyst (Level II)	72.53
Systems Analyst (Level I)	56.40
Technical Analyst	85.17
Information Engineering Specialist	83.63
IT Consultant (Level IV)	124.87
IT Consultant (Level III)	112.11
IT Consultant (Level II)	85.54
IT Consultant (Level I)	41.48
Software Consultant (Level IV)	182.38
Software Consultant (Level III)	135.37
Software Consultant (Level II)	131.81
Software Consultant (Level I)	131.03
Technical Writer	37.97

**16.4. PRICES FOR OFF-SITE IT PROFESSIONAL SERVICES AT HOURLY RATES**

Labor Category - Off-Site/Contractor Site	Rate
Program Director	\$ 191.41
Project Manager (Level III)	164.27
Project Manager (Level II)	159.52
Project Manager (Level I)	109.70
Team Leader	118.29
Senior Conversion Analyst	127.60
Configuration Manager	108.45
Data Base Administrator	92.36
Senior Programmer (Level II)	83.98
Senior Programmer (Level I)	60.94
Programmer (Level VI)	100.30
Programmer (Level V)	90.77
Programmer (Level IV)	76.56
Programmer (Level III)	72.19
Programmer (Level II)	68.37
Programmer (Level I)	29.50
Senior Engineer	124.45
Systems Engineer	103.47
Software Engineer	--
Associate Software Engineer	--
Senior Test Manager	114.83
Senior Systems Analyst (Level IV)	102.08



Contract No. GS-35F-0062J 11/04/2013 – 11/03/2018

Labor Category - Off-Site/Contractor Site (continued)	Rate
Senior Systems Analyst (Level III)	\$ 97.22
Senior Systems Analyst (Level II)	90.42
Senior Systems Analyst (Level I)	73.51
Systems Analyst (Level IV)	98.56
Systems Analyst (Level III)	95.71
Systems Analyst (Level II)	81.49
Systems Analyst (Level I)	63.38
Technical Analyst	95.71
Information Engineering Specialist	93.96
IT Consultant (Level IV)	140.30
IT Consultant (Level III)	114.70
IT Consultant (Level II)	87.54
IT Consultant (Level I)	46.61
Software Consultant (Level IV)	--
Software Consultant (Level III)	--
Software Consultant (Level II)	--
Software Consultant (Level I)	--
Technical Writer	42.65



Contract No. GS-35F-0062J 11/04/2013 – 11/03/2018

16.5. Forms Programming Service

Service Offered	Price Per Page (One Side)
Design and Drawing of Forms in Adobe (formerly Jetform) Format	\$ 269.64



**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS
PREAMBLE**

Information Analysis Incorporated provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact Mr. Matthew Sands, (703) 383-3000, or by e-mail at: msands@infoa.com, fax number, (703) 293-7979..



Contract No. GS-35F-0062J 11/04/2013 – 11/03/2018

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULE/DATES
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:



(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.



BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

EXHIBIT 6

Trademark/Service Mark Application, Principal Register

Serial Number: 86267006

Filing Date: 04/30/2014

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	86267006
MARK INFORMATION	
*MARK	NEO4J
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	NEO4J
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	Neo Technology
*STREET	111 E. 5th Ave.
*CITY	San Mateo
*STATE (Required for U.S. applicants)	California
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	94401
LEGAL ENTITY INFORMATION	
TYPE	corporation
STATE/COUNTRY OF INCORPORATION	Delaware
GOODS AND/OR SERVICES AND BASIS INFORMATION	
INTERNATIONAL CLASS	009
*IDENTIFICATION	Computer programs used to manage, store, access, analyze, process, and visualize data; a computer database used by end users or other computer programs to store, manage, and query data on computers, computer networks, and global computer networks; cloud-based services to manage, store, access, analyze, process, and visualize data; training, certification, support, consulting, and associated documentation sold therewith.
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 06/04/2006
FIRST USE IN COMMERCE DATE	At least as early as 05/28/2007
SPECIMEN FILE NAME(S)	
ORIGINAL PDF FILE	SPE0-1-69181222240-001452141_-_NEO_Screen_Shot.pdf

CONVERTED PDF FILE(S) (1 page)	\\TICRS\EXPORT16\IMAGEOUT16\862\670\86267006\xml1\APP0003.JPG
SPECIMEN DESCRIPTION	Screenshot of webpage where customers can access Applicant's goods.
INTERNATIONAL CLASS	041
*IDENTIFICATION	Educational services, namely, conducting training classes, certification training, consulting services, workshops, tutorials, and online classes in the fields of computer data and databases, and distributing course materials in connection therewith; providing training services in the use of computer data and databases, and distributing course materials in connection therewith.
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 06/04/2006
FIRST USE IN COMMERCE DATE	At least as early as 05/28/2007
SPECIMEN FILE NAME(S)	
ORIGINAL PDF FILE	SPE0-2-69181222240-001452141 . NEO Screen Shot.pdf
CONVERTED PDF FILE(S) (1 page)	\\TICRS\EXPORT16\IMAGEOUT16\862\670\86267006\xml1\APP0004.JPG
SPECIMEN DESCRIPTION	Screenshot of webpage where customers can access Applicant's services.
INTERNATIONAL CLASS	042
*IDENTIFICATION	Computer services, namely, providing consultation services and advice in the fields of computer data and databases.
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 06/04/2006
FIRST USE IN COMMERCE DATE	At least as early as 05/28/2007
SPECIMEN FILE NAME(S)	
ORIGINAL PDF FILE	SPE0-3-69181222240-001452141 . NEO Screen Shot.pdf
CONVERTED PDF FILE(S) (1 page)	\\TICRS\EXPORT16\IMAGEOUT16\862\670\86267006\xml1\APP0005.JPG
SPECIMEN DESCRIPTION	Screenshot of webpage where customers can access Applicant's services.
ATTORNEY INFORMATION	
NAME	Molly Garhart
STREET	410B Washington Blvd
CITY	San Francisco
STATE	California
COUNTRY	United States
ZIP/POSTAL CODE	94129
PHONE	415-717-6444
EMAIL ADDRESS	molly@garhartlaw.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
CORRESPONDENCE INFORMATION	
NAME	Molly Garhart
STREET	410B Washington Blvd

CITY	San Francisco
STATE	California
COUNTRY	United States
ZIP/POSTAL CODE	94129
PHONE	415-717-6444
EMAIL ADDRESS	molly@garhartlaw.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
NUMBER OF CLASSES	3
FEE PER CLASS	325
*TOTAL FEE DUE	975
*TOTAL FEE PAID	975
SIGNATURE INFORMATION	
SIGNATURE	/Lars Nordwall/
SIGNATORY'S NAME	Lars Nordwall
SIGNATORY'S POSITION	COO
DATE SIGNED	04/29/2014

Trademark/Service Mark Application, Principal Register

Serial Number: 86267006

Filing Date: 04/30/2014

To the Commissioner for Trademarks:

MARK: NEO4J (Standard Characters, see [mark](#))

The literal element of the mark consists of NEO4J.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Neo Technology, a corporation of Delaware, having an address of
111 E. 5th Ave.
San Mateo, California 94401
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 009: Computer programs used to manage, store, access, analyze, process, and visualize data; a computer database used by end users or other computer programs to store, manage, and query data on computers, computer networks, and global computer networks; cloud-based services to manage, store, access, analyze, process, and visualize data; training, certification, support, consulting, and associated documentation sold therewith.

In International Class 009, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 06/04/2006, and first used in commerce at least as early as 05/28/2007, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) Screenshot of webpage where customers can access Applicant's goods..

Original PDF file:

[SPE0-1-69181222240-001452141_ _NEO_Screen_Shot.pdf](#)

Converted PDF file(s) (1 page)

[Specimen File1](#)

International Class 041: Educational services, namely, conducting training classes, certification training, consulting services, workshops, tutorials, and online classes in the fields of computer data and databases, and distributing course materials in connection therewith; providing training services in the use of computer data and databases, and distributing course materials in connection therewith.

In International Class 041, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 06/04/2006, and first used in commerce at least as early as 05/28/2007, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) Screenshot of webpage where customers can access Applicant's services..

Original PDF file:

[SPE0-2-69181222240-001452141_ _NEO_Screen_Shot.pdf](#)

Converted PDF file(s) (1 page)

[Specimen File1](#)

International Class 042: Computer services, namely, providing consultation services and advice in the fields of computer data and databases.

In International Class 042, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 06/04/2006, and first used in commerce at least as early as 05/28/2007, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) Screenshot of webpage where customers can access Applicant's services..

Original PDF file:

[SPE0-3-69181222240-001452141 . NEO_Screen_Shot.pdf](#)

Converted PDF file(s) (1 page)

[Specimen File1](#)

The applicant's current Attorney Information:

Molly Garhart
410B Washington Blvd
San Francisco, California 94129
United States

The applicant's current Correspondence Information:

Molly Garhart
410B Washington Blvd
San Francisco, California 94129
415-717-6444(phone)
molly@garhartlaw.com (authorized)

A fee payment in the amount of \$975 has been submitted with the application, representing payment for 3 class(es).

Declaration

The signatory believes that: if the applicant is filing the application under 15 U.S.C. Section 1051(a), the applicant is the owner of the trademark/service mark sought to be registered; the applicant or the applicant's related company or licensee is using the mark in commerce on or in connection with the goods/services in the application, and such use by the applicant's related company or licensee inures to the benefit of the applicant; the specimen(s) shows the mark as used on or in connection with the goods/services in the application; and/or if the applicant filed an application under 15 U.S.C. Section 1051(b), Section 1126(d), and/or Section 1126(e), the applicant is entitled to use the mark in commerce; the applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the goods/services in the application. The signatory believes that to the best of the signatory's knowledge and belief, no other person has the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion or mistake, or to deceive. The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements and the like may jeopardize the validity of the application or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /Lars Nordwall/ Date: 04/29/2014
Signatory's Name: Lars Nordwall
Signatory's Position: COO
RAM Sale Number: 86267006
RAM Accounting Date: 04/30/2014

Serial Number: 86267006
Internet Transmission Date: Wed Apr 30 11:29:20 EDT 2014
TEAS Stamp: USPTO/BAS-XX.XXX.XXX.XXX-201404301129201
10368-86267006-5001bb4210194dd9b41292eb8
534cbbc4418ed99f2b1dc9ec82aece41c5f60de-
CC-9456-20140429001452141121

NEO4J

Neo4j Commercial Subscriptions - Neo Technology

www.neo4j.com/price-list/

Neo4j Commercial Subscriptions

Neo4j Commercial Subscriptions - Neo Technology

Neo4j Commercial Subscriptions

Need help deciding? Contact Sales

Community Open Source

Personal Startups Business & Enterprise

Startup with up to 5 employees and \$100K in annual revenue

< \$100K in funding < \$50K in annual revenue

Free \$12K / €12K Contact Sales

Enroll Try for Free! Try for Free!

Graph Database Features	Community	Personal	Startups	Business & Enterprise
Property Graph Model	✓	✓	✓	✓
Native Graph Processing	✓	✓	✓	✓
Native Graph Storage	✓	✓	✓	✓
ACID	✓	✓	✓	✓
Cypher - Graph Query Language	✓	✓	✓	✓
Language Drivers (most popular languages)	✓	✓	✓	✓
REST API	✓	✓	✓	✓
High-Performance Native API	✓	✓	✓	✓
HTTPS (via Plug-in)	✓	✓	✓	✓
Performance & Scalability				
High-Performance Cache	-	✓	✓	✓
Clustering	-	✓	✓	✓

Neo4j Commercial Subscriptions - Neo Technology

www.neo4j.com/price-list/

Neo4j Commercial Subscriptions - Neo Technology

Neo4j Commercial Subscriptions

Need help deciding?
Contact Sales

Community
Open Source

Personal
Startups with
up to 5 employees and
\$120K in annual revenue
Free
Enroll

Startups
€ \$10K in funding
€ \$50K in annual revenue
\$12K / €12K
Try for Free!

Business & Enterprise
Medium Business
to Global 2000
Contact Sales
Try for Free!

Graph Database Features	Community	Personal	Startups	Business & Enterprise
Property Graph Model	✓	✓	✓	✓
Native Graph Processing	✓	✓	✓	✓
Native Graph Storage	✓	✓	✓	✓
ACID	✓	✓	✓	✓
Cypher - Graph Query Language	✓	✓	✓	✓
Language Drivers (most popular languages)	✓	✓	✓	✓
REST API	✓	✓	✓	✓
High-Performance Native API	✓	✓	✓	✓
HTTPS (via Plug-in)	✓	✓	✓	✓
Performance & Scalability				
High-Performance Cache	-	✓	✓	✓
Clustering	-	✓	✓	✓

Neo4j Commercial Subscriptions - Neo Technology

www.neo4j.com/price-list/

Neo4j Commercial Subscriptions - Neo Technology

Neo4j Commercial Subscriptions

Need help deciding?
Contact Sales

Graph Database Features

	Community Open Source	Personal Startup with up to 5 employees and \$120K in annual revenue Free	Startups € \$10K in funding € \$50K in annual revenue \$12K / €12K Try for Free!	Business & Enterprise Medium Business to Global 2000 Contact Sales Try for Free!
Property Graph Model	✓	✓	✓	✓
Native Graph Processing	✓	✓	✓	✓
Native Graph Storage	✓	✓	✓	✓
ACID	✓	✓	✓	✓
Cypher - Graph Query Language	✓	✓	✓	✓
Language Drivers (most popular languages)	✓	✓	✓	✓
REST API	✓	✓	✓	✓
High-Performance Native API	✓	✓	✓	✓
HTTPS (via Plug-in)	✓	✓	✓	✓
Performance & Scalability				
High-Performance Cache	-	✓	✓	✓
Clustering	-	✓	✓	✓

EXHIBIT +

**REDACTED VERSION OF DOCUMENT SOUGHT
TO BE SEALED**

EXHIBIT 8

Compare Neo4j Editions

Choose the Edition that Matches Your Business Needs

Community Edition

Ideal for learning Neo4j and smaller do-it-yourself projects that do not require high levels of scaling or professional services and support.
[Download Community Edition →](#)

Enterprise Edition

The same great features as Community Edition, with enterprise-grade availability, management, and scale-up and scale-out capabilities.
[Try Neo4j Enterprise →](#)

Neo4j Aura

The simplest way to run the world's most popular graph database in the cloud without having to worry about managing underlying infrastructure complexities. [Learn More →](#)

EXHIBIT 9

1/9/2021

GitHub Terms of Service - GitHub Docs

[GitHub.com](#) / [Site policy](#) / GitHub Terms of Service

GitHub Terms of Service

In this article

[Summary](#)

[The GitHub Terms of Service](#)

[A. Definitions](#)

[B. Account Terms](#)

[C. Acceptable Use](#)

[D. User-Generated Content](#)

[E. Private Repositories](#)

[F. Copyright Infringement and DMCA Policy](#)

[G. Intellectual Property Notice](#)

[H. API Terms](#)

[I. GitHub Additional Product Terms](#)

[J. Beta Previews](#)

[K. Payment](#)

[L. Cancellation and Termination](#)

[M. Communications with GitHub](#)

[N. Disclaimer of Warranties](#)

[O. Limitation of Liability](#)

[P. Release and Indemnification](#)

[Q. Changes to These Terms](#)

[R. Miscellaneous](#)

Thank you for using GitHub! We're happy you're here. Please read this Terms of Service agreement carefully before accessing or using GitHub. Because it is such an important contract between us and our users, we have tried to make it as clear as possible. For your convenience, we have presented these terms in a short non-binding summary followed by the full legal terms.

Summary

Section	What can you find there?
A. Definitions	Some basic terms, defined in a way that will help you understand this agreement. Refer back up to this section for clarification.
B. Account Terms	These are the basic requirements of having an Account on GitHub.

1/9/2021

GitHub Terms of Service - GitHub Docs

Section	What can you find there?
C. Acceptable Use	These are the basic rules you must follow when using your GitHub Account.
D. User-Generated Content	You own the content you post on GitHub. However, you have some responsibilities regarding it, and we ask you to grant us some rights so we can provide services to you.
E. Private Repositories	This section talks about how GitHub will treat content you post in private repositories.
F. Copyright & DMCA Policy	This section talks about how GitHub will respond if you believe someone is infringing your copyrights on GitHub.
G. Intellectual Property Notice	This describes GitHub's rights in the website and service.
H. API Terms	These are the rules for using GitHub's APIs, whether you are using the API for development or data collection.
I. Additional Product Terms	We have a few specific rules for GitHub's features and products.
J. Beta Previews	These are some of the additional terms that apply to GitHub's features that are still in development.
K. Payment	You are responsible for payment. We are responsible for billing you accurately.
L. Cancellation and Termination	You may cancel this agreement and close your Account at any time.
M. Communications with GitHub	We only use email and other electronic means to stay in touch with our users. We do not provide phone support.
N. Disclaimer of Warranties	We provide our service as is, and we make no promises or guarantees about this service. Please read this section carefully; you should understand what to expect.
O. Limitation of Liability	We will not be liable for damages or losses arising from your use or inability to use the service or otherwise arising under this agreement. Please read this section carefully; it limits our obligations to you.
P. Release and Indemnification	You are fully responsible for your use of the service.
Q. Changes to these Terms of Service	We may modify this agreement, but we will give you 30 days' notice of material changes.
R. Miscellaneous	Please see this section for legal details including our choice of law.

The GitHub Terms of Service

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Effective date: November 16, 2020

A. Definitions

Short version: *We use these basic terms throughout the agreement, and they have specific meanings. You should know what we mean when we use each of the terms. There's not going to be a test on it, but it's still useful information.*

- 1 An "Account" represents your legal relationship with GitHub. A "User Account" represents an individual User's authorization to log in to and use the Service and serves as a User's identity on GitHub. "Organizations" are shared workspaces that may be associated with a single entity or with one or more Users where multiple Users can collaborate across many projects at once. A User Account can be a member of any number of Organizations.
- 2 The "Agreement" refers, collectively, to all the terms, conditions, notices contained or referenced in this document (the "Terms of Service" or the "Terms") and all other operating rules, policies (including the GitHub Privacy Statement, available at github.com/site/privacy) and procedures that we may publish from time to time on the Website. Most of our site policies are available at docs.github.com/categories/site-policy.
- 3 "Beta Previews" mean software, services, or features identified as alpha, beta, preview, early access, or evaluation, or words or phrases with similar meanings.
- 4 "Content" refers to content featured or displayed through the Website, including without limitation code, text, data, articles, images, photographs, graphics, software, applications, packages, designs, features, and other materials that are available on the Website or otherwise available through the Service. "Content" also includes Services. "User-Generated Content" is Content, written or otherwise, created or uploaded by our Users. "Your Content" is Content that you create or own.
- 5 "GitHub," "We," and "Us" refer to GitHub, Inc., as well as our affiliates, directors, subsidiaries, contractors, licensors, officers, agents, and employees.
- 6 The "Service" refers to the applications, software, products, and services provided by GitHub, including any Beta Previews.
- 7 "The User," "You," and "Your" refer to the individual person, company, or organization that has visited or is using the Website or Service; that accesses or uses any part of the Account; or that directs the use of the Account in the performance of its functions. A User must be at least 13 years of age. Special terms may apply for business or government Accounts (See [Section B\(5\): Additional Terms](#)).
- 8 The "Website" refers to GitHub's website located at github.com, and all content, services, and products provided by GitHub at or through the Website. It also refers to GitHub-owned subdomains of github.com, such as education.github.com and pages.github.com. These Terms also govern GitHub's conference websites, such as githubuniverse.com, and product websites, such as atom.io. Occasionally, websites owned by GitHub may provide different or additional terms of service. If those additional terms conflict with this Agreement, the more specific terms apply to the relevant page or service.

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B. Account Terms

Short version: *User Accounts and Organizations have different administrative controls; a human must create your Account; you must be 13 or over; you must provide a valid email address; and you may not have more than one free Account. You alone are responsible for your Account and anything that happens while you are signed in to or using your Account. You are responsible for keeping your Account secure.*

1. Account Controls

- Users. Subject to these Terms, you retain ultimate administrative control over your User Account and the Content within it.
- Organizations. The "owner" of an Organization that was created under these Terms has ultimate administrative control over that Organization and the Content within it. Within the Service, an owner can manage User access to the Organization's data and projects. An Organization may have multiple owners, but there must be at least one User Account designated as an owner of an Organization. If you are the owner of an Organization under these Terms, we consider you responsible for the actions that are performed on or through that Organization.

2. Required Information

You must provide a valid email address in order to complete the signup process. Any other information requested, such as your real name, is optional, unless you are accepting these terms on behalf of a legal entity (in which case we need more information about the legal entity) or if you opt for a [paid Account](#), in which case additional information will be necessary for billing purposes.

3. Account Requirements

We have a few simple rules for User Accounts on GitHub's Service.

- You must be a human to create an Account. Accounts registered by "bots" or other automated methods are not permitted. We do permit machine accounts:
- A machine account is an Account set up by an individual human who accepts the Terms on behalf of the Account, provides a valid email address, and is responsible for its actions. A machine account is used exclusively for performing automated tasks. Multiple users may direct the actions of a machine account, but the owner of the Account is ultimately responsible for the machine's actions. You may maintain no more than one free machine account in addition to your free User Account.
- One person or legal entity may maintain no more than one free Account (if you choose to control a machine account as well, that's fine, but it can only be used for running a machine).
- You must be age 13 or older. While we are thrilled to see brilliant young coders get excited by learning to program, we must comply with United States law. GitHub does not target our Service to children under 13, and we do not permit any Users under 13 on our Service. If we learn of any User under the age of 13, we will [terminate that User's Account immediately](#). If you are a resident of a country outside the United States, your country's minimum age may be older; in such a case, you are responsible for complying with your country's laws.

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- Your login may only be used by one person — i.e., a single login may not be shared by multiple people. A paid Organization may only provide access to as many User Accounts as your subscription allows.
- You may not use GitHub in violation of export control or sanctions laws of the United States or any other applicable jurisdiction. You may not use GitHub if you are or are working on behalf of a [Specially Designated National \(SDN\)](#) or a person subject to similar blocking or denied party prohibitions administered by a U.S. government agency. GitHub may allow persons in certain sanctioned countries or territories to access certain GitHub services pursuant to U.S. government authorizations. For more information, please see our [Export Controls policy](#).

4. User Account Security

You are responsible for keeping your Account secure while you use our Service. We offer tools such as two-factor authentication to help you maintain your Account's security, but the content of your Account and its security are up to you.

- You are responsible for all content posted and activity that occurs under your Account (even when content is posted by others who have Accounts under your Account).
- You are responsible for maintaining the security of your Account and password. GitHub cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- You will promptly [notify GitHub](#) if you become aware of any unauthorized use of, or access to, our Service through your Account, including any unauthorized use of your password or Account.

5. Additional Terms

In some situations, third parties' terms may apply to your use of GitHub. For example, you may be a member of an organization on GitHub with its own terms or license agreements; you may download an application that integrates with GitHub; or you may use GitHub to authenticate to another service. Please be aware that while these Terms are our full agreement with you, other parties' terms govern their relationships with you.

If you are a government User or otherwise accessing or using any GitHub Service in a government capacity, this [Government Amendment to GitHub Terms of Service](#) applies to you, and you agree to its provisions.

If you have signed up for GitHub Enterprise Cloud, the [Enterprise Cloud Addendum](#) applies to you, and you agree to its provisions.

C. Acceptable Use

Short version: *GitHub hosts a wide variety of collaborative projects from all over the world, and that collaboration only works when our users are able to work together in good faith. While using the service, you must follow the terms of this section, which include some restrictions on content you can post, conduct on the service, and other limitations. In short, be excellent to each other.*

Your use of the Website and Service must not violate any applicable laws, including copyright or trademark laws, export control or sanctions laws, or other laws in your jurisdiction. You are responsible for making sure that your use of the Service is in compliance with laws and any applicable regulations.

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You agree that you will not under any circumstances violate our [Acceptable Use Policies](#) or [Community Guidelines](#).

D. User-Generated Content

Short version: *You own content you create, but you allow us certain rights to it, so that we can display and share the content you post. You still have control over your content, and responsibility for it, and the rights you grant us are limited to those we need to provide the service. We have the right to remove content or close Accounts if we need to.*

1. Responsibility for User-Generated Content

You may create or upload User-Generated Content while using the Service. You are solely responsible for the content of, and for any harm resulting from, any User-Generated Content that you post, upload, link to or otherwise make available via the Service, regardless of the form of that Content. We are not responsible for any public display or misuse of your User-Generated Content.

2. GitHub May Remove Content

We have the right to refuse or remove any User-Generated Content that, in our sole discretion, violates any laws or [GitHub terms or policies](#). User-Generated Content displayed on GitHub for mobile may be subject to mobile app stores' additional terms.

3. Ownership of Content, Right to Post, and License Grants

You retain ownership of and responsibility for Your Content. If you're posting anything you did not create yourself or do not own the rights to, you agree that you are responsible for any Content you post; that you will only submit Content that you have the right to post; and that you will fully comply with any third party licenses relating to Content you post.

Because you retain ownership of and responsibility for Your Content, we need you to grant us — and other GitHub Users — certain legal permissions, listed in Sections D.4 — D.7. These license grants apply to Your Content. If you upload Content that already comes with a license granting GitHub the permissions we need to run our Service, no additional license is required. You understand that you will not receive any payment for any of the rights granted in Sections D.4 — D.7. The licenses you grant to us will end when you remove Your Content from our servers, unless other Users have forked it.

4. License Grant to Us

We need the legal right to do things like host Your Content, publish it, and share it. You grant us and our legal successors the right to store, archive, parse, and display Your Content, and make incidental copies, as necessary to provide the Service, including improving the Service over time. This license includes the right to do things like copy it to our database and make backups; show it to you and other users; parse it into a search index or otherwise analyze it on our servers; share it with other users; and perform it, in case Your Content is something like music or video.

This license does not grant GitHub the right to sell Your Content. It also does not grant GitHub the right to otherwise distribute or use Your Content outside of our provision of the Service, except that as part of the right to archive Your Content, GitHub may permit our partners to store and archive Your

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Content in public repositories in connection with the [GitHub Arctic Code Vault and GitHub Archive Program](#).

5. License Grant to Other Users

Any User-Generated Content you post publicly, including issues, comments, and contributions to other Users' repositories, may be viewed by others. By setting your repositories to be viewed publicly, you agree to allow others to view and "fork" your repositories (this means that others may make their own copies of Content from your repositories in repositories they control).

If you set your pages and repositories to be viewed publicly, you grant each User of GitHub a nonexclusive, worldwide license to use, display, and perform Your Content through the GitHub Service and to reproduce Your Content solely on GitHub as permitted through GitHub's functionality (for example, through forking). You may grant further rights if you [adopt a license](#). If you are uploading Content you did not create or own, you are responsible for ensuring that the Content you upload is licensed under terms that grant these permissions to other GitHub Users.

6. Contributions Under Repository License

Whenever you add Content to a repository containing notice of a license, you license that Content under the same terms, and you agree that you have the right to license that Content under those terms. If you have a separate agreement to license that Content under different terms, such as a contributor license agreement, that agreement will supersede.

Isn't this just how it works already? Yep. This is widely accepted as the norm in the open-source community; it's commonly referred to by the shorthand "inbound=outbound". We're just making it explicit.

7. Moral Rights

You retain all moral rights to Your Content that you upload, publish, or submit to any part of the Service, including the rights of integrity and attribution. However, you waive these rights and agree not to assert them against us, to enable us to reasonably exercise the rights granted in Section D.4, but not otherwise.

To the extent this agreement is not enforceable by applicable law, you grant GitHub the rights we need to use Your Content without attribution and to make reasonable adaptations of Your Content as necessary to render the Website and provide the Service.

E. Private Repositories

Short version: *We treat the content of private repositories as confidential, and we only access it as described in our Privacy Statement—for security purposes, to assist the repository owner with a support matter, to maintain the integrity of the Service, to comply with our legal obligations, if we have reason to believe the contents are in violation of the law, or with your consent.*

1. Control of Private Repositories

Some Accounts may have private repositories, which allow the User to control access to Content.

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2. Confidentiality of Private Repositories

GitHub considers the contents of private repositories to be confidential to you. GitHub will protect the contents of private repositories from unauthorized use, access, or disclosure in the same manner that we would use to protect our own confidential information of a similar nature and in no event with less than a reasonable degree of care.

3. Access

GitHub personnel may only access the content of your private repositories in the situations described in our [Privacy Statement](#).

You may choose to enable additional access to your private repositories. For example:

- You may enable various GitHub services or features that require additional rights to Your Content in private repositories. These rights may vary depending on the service or feature, but GitHub will continue to treat your private repository Content as confidential. If those services or features require rights in addition to those we need to provide the GitHub Service, we will provide an explanation of those rights.

Additionally, we may be [compelled by law](#) to disclose the contents of your private repositories.

GitHub will provide notice regarding our access to private repository content, unless [for legal disclosure](#), to comply with our legal obligations, or where otherwise bound by requirements under law, for automated scanning, or if in response to a security threat or other risk to security.

F. Copyright Infringement and DMCA Policy

If you believe that content on our website violates your copyright, please contact us in accordance with our [Digital Millennium Copyright Act Policy](#). If you are a copyright owner and you believe that content on GitHub violates your rights, please contact us via [our convenient DMCA form](#) or by emailing copyright@github.com. There may be legal consequences for sending a false or frivolous takedown notice. Before sending a takedown request, you must consider legal uses such as fair use and licensed uses.

We will terminate the Accounts of [repeat infringers](#) of this policy.

G. Intellectual Property Notice

Short version: *We own the service and all of our content. In order for you to use our content, we give you certain rights to it, but you may only use our content in the way we have allowed.*

1. GitHub's Rights to Content

GitHub and our licensors, vendors, agents, and/or our content providers retain ownership of all intellectual property rights of any kind related to the Website and Service. We reserve all rights that are not expressly granted to you under this Agreement or by law. The look and feel of the Website and Service is copyright © GitHub, Inc. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from GitHub.

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2. GitHub Trademarks and Logos

If you'd like to use GitHub's trademarks, you must follow all of our trademark guidelines, including those on our logos page: <https://github.com/logos>.

3. License to GitHub Policies

This Agreement is licensed under this [Creative Commons Zero license](#). For details, see our [site-policy repository](#).

H. API Terms

Short version: *You agree to these Terms of Service, plus this Section H, when using any of GitHub's APIs (Application Provider Interface), including use of the API through a third party product that accesses GitHub.*

Abuse or excessively frequent requests to GitHub via the API may result in the temporary or permanent suspension of your Account's access to the API. GitHub, in our sole discretion, will determine abuse or excessive usage of the API. We will make a reasonable attempt to warn you via email prior to suspension.

You may not share API tokens to exceed GitHub's rate limitations.

You may not use the API to download data or Content from GitHub for spamming purposes, including for the purposes of selling GitHub users' personal information, such as to recruiters, headhunters, and job boards.

All use of the GitHub API is subject to these Terms of Service and the [GitHub Privacy Statement](#).

GitHub may offer subscription-based access to our API for those Users who require high-throughput access or access that would result in resale of GitHub's Service.

I. GitHub Additional Product Terms

Short version: *You need to follow certain specific terms and conditions for GitHub's various features and products, and you agree to the Supplemental Terms and Conditions when you agree to this Agreement.*

Some Service features may be subject to additional terms specific to that feature or product as set forth in the GitHub Additional Product Terms. By accessing or using the Services, you also agree to the [GitHub Additional Product Terms](#).

J. Beta Previews

Short version: *Beta Previews may not be supported or may change at any time, you may receive confidential information through those programs that must remain confidential while the program is private, and we'd love your feedback to make our Beta Previews better.*

1. Subject to Change

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Beta Previews may not be supported and may be changed at any time without notice. In addition, Beta Previews are not subject to the same security measures and auditing to which the Service has been and is subject. **By using a Beta Preview, you use it at your own risk.**

2. Confidentiality

As a user of Beta Previews, you may get access to special information that isn't available to the rest of the world. Due to the sensitive nature of this information, it's important for us to make sure that you keep that information secret.

Confidentiality Obligations. You agree that any non-public Beta Preview information we give you, such as information about a private Beta Preview, will be considered GitHub's confidential information (collectively, "Confidential Information"), regardless of whether it is marked or identified as such. You agree to only use such Confidential Information for the express purpose of testing and evaluating the Beta Preview (the "Purpose"), and not for any other purpose. You should use the same degree of care as you would with your own confidential information, but no less than reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of our Confidential Information. You promise not to disclose, publish, or disseminate any Confidential Information to any third party, unless we don't otherwise prohibit or restrict such disclosure (for example, you might be part of a GitHub-organized group discussion about a private Beta Preview feature).

Exceptions. Confidential Information will not include information that is: (a) or becomes publicly available without breach of this Agreement through no act or inaction on your part (such as when a private Beta Preview becomes a public Beta Preview); (b) known to you before we disclose it to you; (c) independently developed by you without breach of any confidentiality obligation to us or any third party; or (d) disclosed with permission from GitHub. You will not violate the terms of this Agreement if you are required to disclose Confidential Information pursuant to operation of law, provided GitHub has been given reasonable advance written notice to object, unless prohibited by law.

3. Feedback

We're always trying to improve our products and services, and your feedback as a Beta Preview user will help us do that. If you choose to give us any ideas, know-how, algorithms, code contributions, suggestions, enhancement requests, recommendations or any other feedback for our products or services (collectively, "Feedback"), you acknowledge and agree that GitHub will have a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit and/or incorporate the Feedback into our products, services, and documentation.

K. Payment

Short version: *You are responsible for any fees associated with your use of GitHub. We are responsible for communicating those fees to you clearly and accurately, and letting you know well in advance if those prices change.*

1. Pricing

Our pricing and payment terms are available at github.com/pricing. If you agree to a subscription price, that will remain your price for the duration of the payment term; however, prices are subject to

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change at the end of a payment term.

2. Upgrades, Downgrades, and Changes

- We will immediately bill you when you upgrade from the free plan to any paying plan.
- If you change from a monthly billing plan to a yearly billing plan, GitHub will bill you for a full year at the next monthly billing date.
- If you upgrade to a higher level of service, we will bill you for the upgraded plan immediately.
- You may change your level of service at any time by [choosing a plan option](#) or going into your [Billing settings](#). If you choose to downgrade your Account, you may lose access to Content, features, or capacity of your Account. Please see our section on [Cancellation](#) for information on getting a copy of that Content.

3. Billing Schedule; No Refunds

Payment Based on Plan For monthly or yearly payment plans, the Service is billed in advance on a monthly or yearly basis respectively and is non-refundable. There will be no refunds or credits for partial months of service, downgrade refunds, or refunds for months unused with an open Account; however, the service will remain active for the length of the paid billing period. In order to treat everyone equally, no exceptions will be made.

Payment Based on Usage Some Service features are billed based on your usage. A limited quantity of these Service features may be included in your plan for a limited term without additional charge. If you choose to purchase paid Service features beyond the quantity included in your plan, you pay for those Service features based on your actual usage in the preceding month. Monthly payment for these purchases will be charged on a periodic basis in arrears. See [GitHub Additional Product Terms for Details](#).

Invoicing For invoiced Users, User agrees to pay the fees in full, up front without deduction or setoff of any kind, in U.S. Dollars. User must pay the fees within thirty (30) days of the GitHub invoice date. Amounts payable under this Agreement are non-refundable, except as otherwise provided in this Agreement. If User fails to pay any fees on time, GitHub reserves the right, in addition to taking any other action at law or equity, to (i) charge interest on past due amounts at 1.0% per month or the highest interest rate allowed by law, whichever is less, and to charge all expenses of recovery, and (ii) terminate the applicable order form. User is solely responsible for all taxes, fees, duties and governmental assessments (except for taxes based on GitHub's net income) that are imposed or become due in connection with this Agreement.

4. Authorization

By agreeing to these Terms, you are giving us permission to charge your on-file credit card, PayPal account, or other approved methods of payment for fees that you authorize for GitHub.

5. Responsibility for Payment

You are responsible for all fees, including taxes, associated with your use of the Service. By using the Service, you agree to pay GitHub any charge incurred in connection with your use of the Service. If you dispute the matter, contact [GitHub Support](#). You are responsible for providing us with a valid means of payment for paid Accounts. Free Accounts are not required to provide payment information.

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L. Cancellation and Termination

Short version: *You may close your Account at any time. If you do, we'll treat your information responsibly.*

1. Account Cancellation

It is your responsibility to properly cancel your Account with GitHub. You can [cancel your Account at any time](#) by going into your Settings in the global navigation bar at the top of the screen. The Account screen provides a simple, no questions asked cancellation link. We are not able to cancel Accounts in response to an email or phone request.

2. Upon Cancellation

We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements, but barring legal requirements, we will delete your full profile and the Content of your repositories within 90 days of cancellation or termination (though some information may remain in encrypted backups). This information can not be recovered once your Account is cancelled.

We will not delete Content that you have contributed to other Users' repositories or that other Users have forked.

Upon request, we will make a reasonable effort to provide an Account owner with a copy of your lawful, non-infringing Account contents after Account cancellation, termination, or downgrade. You must make this request within 90 days of cancellation, termination, or downgrade.

3. GitHub May Terminate

GitHub has the right to suspend or terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. GitHub reserves the right to refuse service to anyone for any reason at any time.

4. Survival

All provisions of this Agreement which, by their nature, should survive termination *will* survive termination — including, without limitation: ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

M. Communications with GitHub

Short version: *We use email and other electronic means to stay in touch with our users.*

1. Electronic Communication Required

For contractual purposes, you (1) consent to receive communications from us in an electronic form via the email address you have submitted or via the Service; and (2) agree that all Terms of Service, agreements, notices, disclosures, and other communications that we provide to you electronically

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satisfy any legal requirement that those communications would satisfy if they were on paper. This section does not affect your non-waivable rights.

2. Legal Notice to GitHub Must Be in Writing

Communications made through email or GitHub Support's messaging system will not constitute legal notice to GitHub or any of its officers, employees, agents or representatives in any situation where notice to GitHub is required by contract or any law or regulation. Legal notice to GitHub must be in writing and [served on GitHub's legal agent](#).

3. No Phone Support

GitHub only offers support via email, in-Service communications, and electronic messages. We do not offer telephone support.

N. Disclaimer of Warranties

Short version: *We provide our service as is, and we make no promises or guarantees about this service. Please read this section carefully; you should understand what to expect.*

GitHub provides the Website and the Service "as is" and "as available," without warranty of any kind. Without limiting this, we expressly disclaim all warranties, whether express, implied or statutory, regarding the Website and the Service including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.

GitHub does not warrant that the Service will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable or correct; that any defects or errors will be corrected; that the Service will be available at any particular time or location; or that the Service is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content or other material obtained from the Service.

O. Limitation of Liability

Short version: *We will not be liable for damages or losses arising from your use or inability to use the service or otherwise arising under this agreement. Please read this section carefully; it limits our obligations to you.*

You understand and agree that we will not be liable to you or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from

- the use, disclosure, or display of your User-Generated Content;
- your use or inability to use the Service;
- any modification, price change, suspension or discontinuance of the Service;
- the Service generally or the software or systems that make the Service available;
- unauthorized access to or alterations of your transmissions or data;
- statements or conduct of any third party on the Service;

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- any other user interactions that you input or receive through your use of the Service; or
- any other matter relating to the Service.

Our liability is limited whether or not we have been informed of the possibility of such damages, and even if a remedy set forth in this Agreement is found to have failed of its essential purpose. We will have no liability for any failure or delay due to matters beyond our reasonable control.

P. Release and Indemnification

Short version: *You are responsible for your use of the service. If you harm someone else or get into a dispute with someone else, we will not be involved.*

If you have a dispute with one or more Users, you agree to release GitHub from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

You agree to indemnify us, defend us, and hold us harmless from and against any and all claims, liabilities, and expenses, including attorneys' fees, arising out of your use of the Website and the Service, including but not limited to your violation of this Agreement, provided that GitHub (1) promptly gives you written notice of the claim, demand, suit or proceeding; (2) gives you sole control of the defense and settlement of the claim, demand, suit or proceeding (provided that you may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases GitHub of all liability); and (3) provides to you all reasonable assistance, at your expense.

Q. Changes to These Terms

Short version: *We want our users to be informed of important changes to our terms, but some changes aren't that important — we don't want to bother you every time we fix a typo. So while we may modify this agreement at any time, we will notify users of any material changes and give you time to adjust to them.*

We reserve the right, at our sole discretion, to amend these Terms of Service at any time and will update these Terms of Service in the event of any such amendments. We will notify our Users of material changes to this Agreement, such as price increases, at least 30 days prior to the change taking effect by posting a notice on our Website or sending email to the primary email address specified in your GitHub account. Customer's continued use of the Service after those 30 days constitutes agreement to those revisions of this Agreement. For any other modifications, your continued use of the Website constitutes agreement to our revisions of these Terms of Service. You can view all changes to these Terms in our [Site Policy](#) repository.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part of it) with or without notice.

R. Miscellaneous

1. Governing Law

Except to the extent applicable law provides otherwise, this Agreement between you and GitHub and any access to or use of the Website or the Service are governed by the federal laws of the United

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States of America and the laws of the State of California, without regard to conflict of law provisions. You and GitHub agree to submit to the exclusive jurisdiction and venue of the courts located in the City and County of San Francisco, California.

2. Non-Assignability

GitHub may assign or delegate these Terms of Service and/or the [GitHub Privacy Statement](#), in whole or in part, to any person or entity at any time with or without your consent, including the license grant in Section D.4. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Statement without our prior written consent, and any unauthorized assignment and delegation by you is void.

3. Section Headings and Summaries

Throughout this Agreement, each section includes titles and brief summaries of the following terms and conditions. These section titles and brief summaries are not legally binding.

4. Severability, No Waiver, and Survival

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed to reflect the parties' original intent. The remaining portions will remain in full force and effect. Any failure on the part of GitHub to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

5. Amendments; Complete Agreement

This Agreement may only be modified by a written amendment signed by an authorized representative of GitHub, or by the posting by GitHub of a revised version in accordance with [Section Q. Changes to These Terms](#). These Terms of Service, together with the GitHub Privacy Statement, represent the complete and exclusive statement of the agreement between you and us. This Agreement supersedes any proposal or prior agreement oral or written, and any other communications between you and GitHub relating to the subject matter of these terms including any confidentiality or nondisclosure agreements.

6. Questions

Questions about the Terms of Service? [Contact us](#).

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